GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

Animal Husbandry, Dairy Development & Fisheries Department – Animal Husbandry Department - Floating of short tenders in e-procurement platform for selection of agency for supply of Microscopes and Microscope slides to Disease Diagnostic facilities and field institutions with funds released under ASCAD 2023-24 a component of Centrally Sponsored Scheme LH&DC Program- Permission to float tenders and approval of Tender documents and Financial and Technical Bid committees for evaluation of tenders– Accorded – Orders – Issued.

ANIMAL HUSBANDRY, DAIRY DEVELOPMENT & FISHERIES (AH.III) DEPARTMENT

G.O.Rt.No.01 **Dated:01.01.2024**

Read the following.

1. G.O.Rt.No.357, AHDD&F (AH.III) Department, dated 05.12.2023.
2. From the Director, Animal Husbandry, Lr. Roc.No.AHF02-SCH/83/2022-EPID SEC-DAH, dated 13.12.2023.

*****

ORDER:-

In the reference 1st read above, Government have accorded administrative sanction for an amount of Rs. Rs.10,55,78,000/- from BE Provision 2023-24 in relaxation of quarterly regulation towards meeting the expenditure under the scheme ASCAD a component of Centrally Sponsored Scheme LH&DCP.as 1st instalment for the year 2023-24

2. In the circumstances reported in the reference 2nd read above, Government hereby accord permission to the Director, Animal Husbandry, A.P., Vijayawada to float short tenders for procurement of Binocular field Microscopes and Microscope slides through e-procurement.

3. Government also hereby approve the tender documents along with specification for selection of Agency for supply of Microscopes and Microscope slides to the Animal Husbandry Department, Andhra Pradesh for strengthening of basic Animal Disease Diagnostic facilities apart from District and Constituency level and to provide prompt and accurate preliminary disease diagnosis services at field level to avoid loss to the livestock farmers due to delay in diagnosis and treatment. The approved tender documents for Microscopes and Microscope Slides are appended to this order as Annexure.I and Annexure.II..

4. Government also hereby approve the following Technical and Financial bid committees for evaluation of tenders

Technical Bid Committee

1	Additional Director of Animal Husbandry (Health), O/o.Directorate of Animal Husbandry, A.P., Vijayawada	Chairman
2.	Joint Director (VBRI), VBRI, Vijayawada	Member
3.	Deputy Director (Epid), O/o. Directorate of Animal Husbandry, A.P., Vijayawada	Member
4.	Representative from Sales Tax Department	Member
5.	Professor of Microbiology Department, NTR College of Veterinary Science, Gannavaram	Member
6.	Joint Director (AH), Technical, O/o. Directorate of Animal Husdbandry, A.P., Vijayawada	Member Convenor

Financial Bid Committee

1	Commissioner of Fisheries	Chairman
2.	Director of Animal Husbandry, A.P., Vijayawada	Member
3.	Addl. Secretary/Joint Secretary/Deputy Secretary to Government, AHDD&F Department, A.P., Secretariat, Velagapudi, Amaravathi	Member
4.	Additional Director of Animal Husbandry (Health), O/o.Directorate of Anmal Husbandry, A.P., Vijayawada	Member
5.	Deputy Director (Epid), O/o. Directorate of Animal Husbandry, A.P., Vijayawada	Member
6.	AAO, O/o. Directorate of Animal Husbandry, A.P., Vijayawada	Member
7.	Joint Director (AH), Technical, O/o. Directorate of Animal Husdbandry, A.P., Vijayawada	Member Convenor

5. The Director, Animal Husbandry, A.P., Vijayawada shall take further necessary action, accordingly in the matter.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

GOPAL KRISHNA DWIVEDI
SPECIAL CHIEF SECRETARY TO GOVERNMENT (FAC)

To
The Director, Animal Husbandry, A.P. Vijayawada.
Copy to
OSD to Hon'ble Minister (AHDD&F)
P.S.to Special C.S to Govt., (FAC)
AHDD&F Department
SC/SF.

// FORWARDED : : BY ORDER//

SECTION OFFICER

ANNEXURE-I

To

G.O.Rt.NO.01, AHDD&F (AH.III) DEPARTMENT, Dt.01.01.2024

REQUEST FOR PROPOSAL

SELECTIONOFAGENCY

FOR

SUPPLY OF MICROSCOPES

TOANIMALHUSBANDRYDEPARTMENT,

ANDHRAPRADESH.

December2023

GOVERNMENTOFANDH

RAPRADESHANIMAL

HUSBANDRY

DEPARTMENTLABBIPET

, VIJAYAWADA-520010

Ph:08662492542/9634506369

Mail:_____

Contact Person: Dr _____, Department of Animal Husbandry

Contact Number:_____

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SCHEDULEOFTENDERPROCESS

The below schedule is tentative. The Director of Animal Husbandry, AP reserves the right to modify thesaid schedule of Selection Process at any time during the Selection Process at its sole discretion withoutassigninganyreason orbeingliableforthesame in any mannerwhatsoever.

TenderNoticeNo:	
RFPIssue/ StartDate	T/12/2023
Pre-Bidconferencedate/time/venue	T+5/12/2023; 16:00 Hrs, to be Conducted online through Google meet / Zoom. (Interested bidders shall send the request for participation through e-mail on or before T+4/12/2023; 14:00 Hrs
Lastdate/timeforclarification	T+6/12/2023; 16:00 Hrs
DuedateforReceiptofProposals/Bids(ProposalSubmission Date orBid Due Date)	16:00 Hrs (IST) on T+14/12/2023 Online submission. 16:00 Hrs (IST) on T+16/12/2023 Original Hardcopy submission.
DateandTimeofOpeningBids(Technical)	16:30 Hrs (IST) on T+16/12/2023
OpeningofFinancialProposal/bids	16:30 Hrs (IST) on T+18/12/2023

Anyaddendum/corrigendumtotheRFPDocumentshallbeintimidatedtoalltheApplicants/BiddersthroughE-Procurementplatformonly.

1. The dates scheduled for RECEIPT and OPENING of tenders are fixed and shall not be changedunderanycircumstances.However,theDirectorofAnimalHusbandry,AP(the**"Authority"**)reserves the right of postponement of the date of opening of Tenders or date of opening of financialbids in the event of any unforeseen reasons. The Authority reserves the right to modify the saidschedule of Selection Process at any time during the Selection Process at its sole discretion withoutassigninganyreason

or beingliableforthe samein any manner whatsoever.

2. The Authority shall not be responsible for any non-receipt of tenders or late uploading of tendersonline foranyreason, whatsoever.

3. Failuretofilland signthedeclarationandchecklist shallmaketenderinvalid.
4. Interested bidders may obtain further information about this requirement from the office of DirectorofAnimalHusbandry(DAH),AP.RFPDocumentscanbedownloadedonlinebypaying thetransaction fee by the participating bidders electronically at **https://tender.apeprocurement.gov.in**.Thetransactionfeeis Non-Refundable.

5. All prospective bidders may attend the Pre-Bid meeting. The date and time are indicated inScheduleofEventsasinscheduleoftenderprocessabove.Thequeriesfor clarification shallbesenttoap.ahdir@gmail.com(EmailID)whichmustbereceivedbytheAuthoritybylastdate/timeclarification as mentioned in the schedule of events.Queriesreceived after duedateandtimeshallnotbe considered.The Virtual Prebid meeting link will be sent through reply via e-mail.

6. TheProposals shall be filled in English and all entries must be typed / written in blue/black ink.Initials of the Authorized representative of the Bidder must attest all erasures and alterations madewhile filing the proposal. Modification of the Proposal/bid is not permitted after the BDD. Failure to comply with any of these conditions may render the Proposa linvalid.

7. TheAuthorityshallnotberesponsibleforanycostsorexpensesincurredbythebidder(s)inconnection with the preparation and delivery of Proposals, including costs and expenses related totransportetc.TheAuthorityreservestherightstocancel,terminate,changeormodifythis procurement / Bid Process and /or requirements of proposal stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for thesame.

8. The Proposal / bid shall be valid for a period of not less than 180 days from the Bid Due Date (the"BDD").Inexceptionalcircumstances,priortotheexpiryoftheoriginalproposalvalidity period,the authority may request the Bidders to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, bidder will not be permitted to modify their submitted bids after theBDD.

9. It is clarified that bids are to be submitted as per the procedure prescribed in the RFP on E-Procurement platform of APTS. The bidders are advised to consult APTS authorities for any technical / procedural issues while submitting the bids and the bid inviting Authority will not be held responsible for any such technical / procedural issues while submitting the bid.

INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

a. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

b. A reference to any gender includes the other gender;

c. A reference to any agreement is a reference to that agreement and all annexures, Attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;

d. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;

e. Any reference to a person shall include such persons, successors and assignees;

f. A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form;

g. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;

h. The terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article,

i. In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail.

j. Where there is a discrepancy between amount in figures and in words, the latter shall prevail.

DISCLAIMER

1. Theinformationcontainedinthisdocument(**"RFP/TenderDocument"**)orsubsequently providedtoBidders(Applicants/Bidders),whetherverballyorindocumentaryoranyotherf ormby or on behalf of Department of Animal Husbandry (herein after referred to as**"Authority"**) orany of its employees, representatives, advisors or Consultants is provided to Bidder(s) on the termsand conditions set out in this Tender document and any other terms and conditions subject to whichsuchinformationis provided.

2. This Tender document is neither an agreement nor an offer by the Authority to the prospectiveBidder(s) or any other person. The purpose of this RFP is to provide interested parties with theinformation that may be useful to them in the formulation & submission of their Proposals pursuanttothis tenderdocument.

3. Thisdocumentincludesstatements,whichreflectvariousassumptionsandassessments arrivedatby the Authority in relation to the Request for Proposal for Selection of Agency forSupply of Microscopesto Animal Husbandry Department, Andhra Pradesh by theselectedBidder/Agency selected throughacompetitivebiddingprocess.ThepurposeofthistenderistoprovidetheBidder(s)withinformationthatmaybeusefulto them in the formulation of their bids (including Price Bids) (the **"Bids"**) pursuant to this tenderdocument andforno otherpurpose.

4. This document may not be appropriate for all persons, and it is not possible for the Authority and itsemployees to consider the objectives, technical expertise and particular needs of each party whoreadsorusesthisdocument.Theassumptions,assessments,statementsandinform ationcontainedinthisdocument,maynotbecomplete,accurate,adequateorcorrect.Eac hBiddershould,therefore, conduct its own investigations and analysis and should check the accuracy, adequacy,correctness, reliability and completeness of the assumptions, assessments and information containedinthistenderdocumentandobtainindependentadvicefrom appropriatesources.Informationprovided in this tender document to the Bidders may be on a wide range of matters, some of whichmay depend upon interpretation of law. The information given is not intended to be an exhaustiveaccountofstatutoryrequirementsandshouldnotberegardedasacompleteor authoritativestatement of law. The Authority accepts no responsibility for the accuracy or otherwise for anyinterpretationoropinion onthelaw expressedherein.

5. The Authority and its employees/ officers/ advisors/ consultants make no representation or warrantyand shall have no liability to any person including any Bidder under any law, statute, rules orregulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages,costorexpensewhichmayarisefromorbeincurredorsufferedonaccountofany

thingcontainedin this tender document or otherwise, including the accuracy, adequacy, correctness, reliability orcompleteness of the document and any assessment, assumption, statement or information containedtherein or deemed to form part of this document or arising in any way in this Selection Process /TenderProcess(hereinafterdefined).

6. The possession or use of this tender document in any manner contrary to any applicable law isexpresslyprohibited.TheBiddersshallinformthemselvesconcerning,andshallobserveanyapplicable legal requirements. The information does not purport to be comprehensive or to havebeen independently verified. Nothing in this document shall be construed as legal, financial or taxadvice.

7. The Authority also accepts no liability of any nature whether resulting from negligence or otherwisehowever caused arising from reliance of any Bidder upon the statements and information containedinthis tenderdocument.

8. The Authority may in its absolute discretion, but without being under any obligation to do so,update,amendorsupplementtheinformation,assessmentorassumptioncontainedinthisdocument.

9. The issue of this tender document does not imply that Authority is bound to select a Bidder or toaward work to the Selected Bidder, as the case may be, for the subject assignment and the Authorityreservestherighttoreject alloranyofthe Proposalswithoutassigninganyreasonswhatsoever.

10. LawsoftheRepublicof India areapplicable tothisTender document.

1. LETTEROFINVITATION

1. LETTEROFINVITATION

To,

Whomso everit mayConcern-

Directorate of Animal Husbandry ("**DAH**" or "**Authority**") intends to select agency forSupply of Microscopesto Animal Husbandry Department, Andhra Pradesh.

The broad scope of the Agency and the details of the services required to be provided by the SelectedApplicant are given in Terms of Reference (ToR) Section 5 of this document (hereinafter referred to asthe"**Assignment**").

1.1 Proposal submissions must be received no later than the BidDue Date specified in the **"ScheduleofTenderProcess"**in themanner specifiedinthe RFPDocument.

1.2 TheOriginal HardCopies shallalso besubmittedon orbeforethe duedatespecifiedattheaddress given below clearly mentioning the name of the assignment and the item for which theyareintendingto bid for.

"SELECTION OF AGENCY FOR SUPPLY OF MICROSCOPESTOANIMALHUSBANDRYDEPARTMENT,ANDHRAPRADESH"

To
DIRECTOROFANIMALHUSBANDRYL
ABBIPET, VIJAYAWADA-
520010ANDHRAPRADESH

1.3 ThisRFPhasfollowingsections*:

Section –1	LetterofInvitation
Section –2	Instructionsto Applicants
Section –3	DataSheet
Section –4	Preparation,SubmissionandEvaluationofProposals

Section –5	Terms ofReference
Section –6	FormatsforProposalSubmission(Annexures)

1.4 The Agency for providing its services for the said Assignment will be selected on the basis of thelowest quote (L1) method (for each of the item specified) adhering to the reverse tendering process as described in this RFP.TheFinancialProposals(PriceProposals)ofonlythoseApplicants,who qualify the eligibility (technical &financial capability) criteria as mentioned in this RFP shallbe processedfurther.

1.5 The Proposals shall be filled in English and all entries mustbe typed and written in blue/blackink. Initials of the Authorized representative (Power of Attorney) of the Applicant must attest allerasures and alterations made while filling the Proposal. Failure to comply with any of theseconditions mayrendertheProposalinvalid.

1.6 The Authority shall not be responsible for any costs or expenses incurred by the Applicant inconnection with the preparation and delivery of Proposals, including costs and expenses related totransport, postage, survey etc. The Authority reserves the rights to cancel, terminate, change ormodifythisprocurement/tenderprocessand/orrequirementsofproposalasstatedint heRFPatits sole discretion, without assigning any reason or providing any notice and without being liableinanymannerforthesame.

1.7 The Proposal shall be valid for a period of not less than one hundred and eighty (180) days fromthe Bid Due Date (the "**BDD**"). In exceptional circumstances, prior to the expiry of the originalproposal validity period, the Authority may request the Applicants to extend the period of validityfor a specified additional period. The request for the extension shall be made in writing. However,Applicantswill not be permittedtomodifytheirsubmitted proposals.

Date:T-12-2023

ForDirectorof AnimalHusbandry

2. INSTRUCTIONSTOAPPLICANTS

2. INSTRUCTIONS TO APPLICANTS

2.1 TheAuthorityhasadoptedaSingle-stageTwo-Partprocess(hereinafterreferredtoasthe“**Selection Process**/ **Tender Process**”)for selection ofAgency(s), for award of the Assignment.The Proposal submission is envisaged in two parts - Technical Proposal and Financial Proposal.The Applicants may submit their Proposals in response to this RFP, in accordance with theprovisions of this RFP ("**Applicants**"). The Technical Proposals to be submitted by Applicantsshallcompriseoftechnicalandfinancialcapabilitydocumentsandotherrequisitedocuments/clarifications as per the terms of this RFP. The Financial Proposals of only thoseApplicants whose Technical Proposal qualify the evaluation process, as per terms hereof, shall beopenedforfurtherprocessing.TendershavetobesubmittedONLINEintwopartsinthe prescribedproformai.e.,Technical BidPart.Iand FinancialBidPart II

2.2 ApplicantsareencouragedtoinformthemselvesfullyabouttheAssignmentandthelocal conditionsbefore submittingtheirProposals.

2.3 road description of the objectives, scope of services, deliverables, and other requirements relating to this Assignment are specified in this Tender Document. In case, a Bidder possesses the requisite experience and capabilities required for undertaking the Assignment, it is invited to participate in the Selection Process either individually or as a consortium of entities (the “**Consortium**”), where it is to be noted that the Bidders bidding individually cannot be a member of a Consortium or vice versa. Similarly, a Bidder who is a member of a Consortium cannot be part of another Consortium. The entity claiming experience under eligibility criteria (as mentioned in the data sheet) should have held, in the company or Consortium owning the eligible Assignment, a minimum of 26% (twenty-six per cent) equity during the entire assignment duration for which eligible experience is being claimed. In the case of a Consortium, any of the members of the Consortium must have the mentioned / required experience as stipulated in this Tender Document and such member shall hold an equity not less than 26% in the Consortium at all times during the Agreement Period / Assignment Period. The experience/qualifications of the parent/subsidiary company of any of the consortium members will not be considered. Number of members in a consortium shall not be more than two (2) entities.

2.4 Proposals shall beprepared and submitted inthemanner elaborated in this RFP as per theformats/annexuresprovided.

2.5 NoApplicantoritsAssociateshall submit morethanoneProposalfortheAssignment.

2.6 AnyentitywhichhasbeenbarredbyanyagencyoftheCentralGovernment,anyStateGovernment, any Statutory Authority or any public sector undertaking, as the case may be, fromparticipating in any project, and the bar subsists as on the date of the Proposal, would not beeligibletosubmita Proposal eitherbyitselforthrough itsAssociate.

2.7 TheAuthorityreservestherighttoterminateanApplicant(s)participationintheTenderProcessat any time, should the Authority consider that an Applicant has, without the prior consent, failedtocomply with anyoftheproceduresandrequirements prescribedinthe RFP.

2.8 Each Applicant shall submit a Power of Attorney as per the format at Annexure: 6 duly authorizing thesignatoryoftheProposal tocommitand bind theApplicant.

2.9 Itshallbedeemedthatbysubmittingthe Proposal,theApplicanthas:

a. madeacompleteandcarefulexaminationoftheRFP;
b. receivedallrelevantinformationrequestedfromtheAuthority;
c. acceptedtheriskofinadequacy,errorormistakeintheinformationprovidedintheRFP or furnished by or on behalf of the Authority or relating to any of the mattersreferredto in theRFP;
d. satisfied itself about all matters, things and information, including matters referredherein, necessary and required for submitting an informed Application and performanceof all ofits obligationsthereunder;
e. acknowledgedthatitdoesnothave aConflictofInterest;
f. agreed to be bound by the undertaking and all other documents provided by it underandintermshereof; And
g. satisfieditselfabouttheassignmentconditionsandmadeacompleteandcarefulexaminationof the same.

2.10 The Authority shall not be liable for any omission, mistake or error in respect of any of the aboveor on account of any matter or thing arising out of or concerning or relating to RFP or theSelection Process, including any error or mistake therein or in any information or data given bytheAuthority.

2.11 TheProposalofanApplicantshallbeliable fordisqualificationintheeventof thefollowing:

a. iftheApplicantrefusestoacceptthecorrectionof errorsinitsProposal, (or)

b. atanytime,amisrepresentationismadeoruncoveredorasuppressedfactisuncovered,(or)

c. theApplicantdoesnotprovide,withinthetimespecifiedbytheAuthority,thesupplemental information sought by theAuthority for evaluation of the Proposal or doesnotrespond to anyqueriesraisedbythe Authority, (or)

d. iftheapplicantsubmitsaconditionalProposalwhichwouldaffectunfairlytheco mpetitive provision of other firms who submitted substantially responsive proposaland/or is notaccepted bythe Authority.

e. iftheApplicantsubmitsmultipleproposalsforthesubjectAssignment.

2.12 QUERIESANDCLARIFICATIONS

The Bidders are requested to study this entire RFP document in detail. If the Bidders have anyqueries related to the RFP or on the proposed Assignment, they may submit such queries to theAuthority in writing or e-mail to **ap.ahdir@gmail.com** or before the Clarification(s) due datespecified in the **"Data Sheet / Schedule of Tender"**. Clarifications for all such queries receivedwouldbeprovidedbytheAuthorityatleastfour(4)workingdaysbeforethebiddued ate/timeofBid submission date. All such queries received and clarifications provided by the Authority shall beinformedbyuploadingon**https://tender.apeprocurement.gov.in**mentioningasAdd endum/Corrigendum for the subject titleof the RFP without identifying the names of the Bidders. Biddersare requested to keep themselves updated on the same and the Authority takes no responsibility on anyclaimsofnon-information.

2.13 AMENDMENTTO RFP

a. At any time prior to the due date for submission of Proposal, the Authority may, for any reason,whether at its own initiative or otherwise, modify the RFP document by issuing Addendum /Corrigendum.
b. In order toprovide the Bidders with reasonable time for taking an amendment into account, orfor anyotherreason,Authoritymay, in itssolediscretion, extendtheBDD.
c. The above changes &amendments, if any, will be notified on**https://tender.apeprocurement.gov.in**fortheAssignment.

2.14 CONFLICTOFINTEREST

a. The Authority requires that the Bidders provide professional, objective, and impartial adviceand at all times hold Authority's interest's paramount, avoid conflicts with other assignments orits own interests, and act without any consideration for future work. The Bidder(s) shall notacceptorengageinanyassignmentthatwouldbeinconflictwithitsprioror currento bligations to other Authority(s), or that may place it in a position of not being able to carry outtheassignmentin thebest interestsoftheAuthority.

b. ABiddershallnothaveaconflictofinterest thatmayaffecttheSelection

Process(the"**Conflictof Interest**").AnyBidderfoundtohave aConflictofInterestshallbe disqualified.

c. ABiddershallbedeemedtohavea ConflictofInterestaffectingtheSelectionProcess,if:

i. aconstituentof suchBidderisalsoaconstituentofanotherBidder;(or)
ii. such Bidder or its Associate receives or has received any direct or indirect subsidy orgrantfromanyotherBidder orits Associate;(or)
iii. such Bidder has the same legal representative for purposes of this Application as anyother Bidder;(or)
iv. if aBidder is engaged by the Authority to provide goods or works or services and if theAssociate(s) of such firm is engaged for providing services for the same project and viceversa.

d. if a Bidder submits multiple Bids either individually or as a member of any Consortium and vice versa.

2.15 MODIFICATIONS/SUBSTITUTION/ WITHDRAWALOFPROPOSALS

2.15.1TheApplicantmaymodify,substituteorwithdrawitsProposalaftersubmission,provided that written notice of the modification, substitution or withdrawal is received bythe Authority prior to the BDD. No Proposal shall be modified, substituted or withdrawnbythe Applicant onorafterthe BDD.

2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent totheBDD, unless thesamehasbeenexpressly soughtforby theAuthority shallbedisregarded.

2.16 REJECTIONOFPROPOSALS

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to rejectany Proposalsandtoannulthe Tender ProcessandrejectallProposalsatany timewithout any liability or any obligation for such acceptance, rejection or annulment, andwithout assigning any reasons. In the event that the Authority rejects or annuls all theProposals, it may, in its discretion, invite all eligible Applicants to submit fresh Proposalshereunder or may take such other steps as it may deem fit in its sole discretion as perapplicablelaws withoutbeingliableforthe samein any manner.

2.16.2 The Authority reserves the right not to proceed with the Tender Process at any time,without notice or liability, and to reject any Proposals without assigning any reasons andwithoutbeingliableforthesamein anymanner.

3. DATASHEET

3. DATASHEET

S.No.	KeyInformation	Details
	RFPDetails	
1.	**Project/Assignment**	**"Selection of Agency for Supply of MicroscopestoAnimalHusbandryDepartment,AndhraPradesh"**
2.	**Authority**	Directorate ofAnimalHusbandry(DAH)
3.	**Assignment / Supply locations**	**The location of each delivery shall be communicated from time to time by the authority through indents.**
	Proposal ConditionsandEvaluation	
4.	**ProposalValidity**	The Proposal shall be unconditional, firm and irrevocableand shall bevalid for a period of 180 (one hundred and eighty) days from the BidDue Date(BDD)
5.	**Minimum EligibilityCriteria**	Theapplicantmustmeetallthefollowingminimumeligibilitycriteria. **a) Experience:** b) The Bidder shall be a Manufacturer or Authorized Agency i.e., distributor or dealer. c) The OEM must be Made in India and have been registered and operating in India from past 5 years continuously. d) The OEM of the product should have supplied minimum of 50% of the required bid quantity of Microscopes in India during the last 5 years preceding the BDD. e) The OEM should submit documentary proof of the past performance(Satisfactory performance certificate from the user/buyer) along with the contact numbers of the buyers f) Submission of same invoices of OEM by different bidders will not be allowed**.** g) Bidders quoting as Authorized Agency i.e.,

		distributors/dealers of the manufacturer (OEM) will be considered provided the Bidder furnishes Authorization from the OEM to participate in this tender Specifically quoting the tender reference number in the Authorization Letter as per Annexure 9. Inadequate/Non-Submission of the same shall disqualify the bid. h) Annual Capacity Certification of OEM by any Govt agency/Chartered engineer establishing a capacity of not less than 100% of the bid quantity to be submitted. i) OEM should be registered and operating in India from past 5 years continuously and should have a Minimum Average Annual turnover of Rs. 2.5 Crores from relevant business in the last three years preceding the Bid due date. j) Bidder (in case bidder is not an OEM) should have a Minimum Average Annual turnover of Rs. 1.25Crores in the last three years preceding the Bid due date. k) Audited CA certificate of OEM & Bidder stating the turnover shall be submitted. (If the bidder is not an OEM, then it's the responsibility of bidder to submit all the above documents of OEM including CA certificate) l) Exemption for MSME& startups towards Turnover & EMD in case of bidder is Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments as per Rule 173 of General Financial Rules (GFRs) 2017 vide Memorandum No. F.9/4/2020-PPD, Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division. m) Government of Andhra Pradesh through GO. Ms. No.352of AHDD&F dated: 22.11.2000 has prohibited the family members of the employees of Andhra Pradesh Animal Husbandry Department from participating in the tender. To this effect, bidder should submit the declaration on Rs. 100 non-Judicial stamp paper duly attested by authorized notary. The tender will be rejected, in case of failure to enclose the declaration.

		However, the firms eligible and opting for the above exemption shall submit Bid Security Declaration and should submit along with the Bid Documents.
6	**ProposalEvaluation**	• FinancialProposalofonlythoseApplicantsmeetingthemi nimum eligibility criteria will be considered and undertaken.Applicantsnotmeetingtheminimumeligibility criteriaaredeemedto bedisqualified fromfurther evaluation process. • Financial Evaluation: Price bids of qualified applicants will onlybe opened. The Financial Bid would be assessed on the basis ofthe**least/lowestquote–L1**quoted(foreachitem)byanApplicantfortheAssignmen tdulyadheringtheguidelinesforreversetenderingasperG. O.Ms.No.79Finance(HR.V–TFR) Department;Dated:25-08-2020.
7	**Criteriaforselectio nofAgency (ProposalParamete r)**	• Criteria for selection of Agency(s) would be the least / lowest quote(L1)below the IBM value asquotedbytheapplicantfortheexecutionoftheassignme nt upon the eligibility qualification adhering to reversetenderingguidelines.
8	**EMD&Processingfee**	• It is mandatory for all the participating bidders to pay arefundableEMD5,00,000/-in INRdrawnfromanyNationalized/ Scheduled bank in favor of “Director of Animal Husbandry”,Vijayawadabywayof DD/BGpayableat Vijayawada. • The EMD shall be valid for 30 days beyond the Bid Validityperiod. • It is mandatory for all the participating bidders to pay a Non-refundableProcessingfeeofRs.10,000/- drawnfromanyNationalized / Scheduled bank in favor of “Director of AnimalHusbandry”,Vijayawadabywayof

		DDpayableatVijayawada.
9	**PerformanceSecurity**	• The performance security of 2.5% of the Final Bid value (in termsof INR) to be paid by the Selected / Successful Bidder as perT&C ofthis RFP. • The Selected Bidder for this assignment shall furnish the samewithin15 days fromthedataofreceipt ofLetterofaward.
ProposalSubmissions		
10	**OnlineSubmission**	• The bidder shall submit his response through bid submission tothetenderone-procurementplatformat**https://tender.apeprocurement.gov.in**. No offline bids shall beentertainedbytheTenderInvitingAuthority
11	**Technical Proposal forEligibilityQualification**	• DDtowardsEMDand Processingfee • SignedRFPDocument • ChecklistofSubmissions~Annexure 1 • CoveringLetter~Annexure2 • SimilarExperiencetowardsminimumeligibility (For both OEM & Bidder as applicable)~Annexure3 (Alldocumentsasmentioned inS.No.5ofDataSheet) • GSTregistrationcertificateandPancard & any other certifications required under eligibility criteria ~ Annexure 4 • FinancialExperience towardsminimumeligibility~Annexure5 • PowerofAuthority~ Annexure 6 • FirmRegistrationCertificate~Annexure7 • Affidavitofnon-blacklistingby any client/ authorityinIndia~Annexure 8. • Authorized dealer certificate (As applicable) –

		Annexure 9 • Satisfactory Performance Certificate by the respective client / buyer – Annexure 10 • Declaration form in terms of GO. Ms. No. 352on Rs. 100 non-Judicial stamp paper) – Annexure 11 • Power of Attorney and MoU for Consortium ~ Annexure 12 (if required) • Relevant brochures of the equipment.
12	**FinancialProposal**	TheApplicantsshallberequired tosubmittheirFinancialProposal intheformat asprovidedinthee-tenderingplatform.
13	**DurationofAssignment**	TheAssignmentshallbevalidforaperiodofOneyearfromthedateof signingtheagreement withtheSelectedbidder.

4. PREPARATION,SUBMISSIONANDEVALUATIONOF PROPOSALS

4. PREPARATION,SUBMISSIONANDEVALUATIONOF PROPOSALS

4.1 GENERAL

a. The Applicantsshall bear all costs associated with the preparation and submission of itsProposal,includingsitevisits,requireddatacollection,analysis,etc.,asalso anydiscussions/negotiations. The Authority shall not be responsible or liable for any suchcosts incurred.

b. An Applicant shall be a Legal entity. An Applicant may be a private entity, a company, a partnership firm, an LLP or a body corporate incorporated in India orasper applicablelawsof the countryofits origin.A consortium of 2 entities can participate in this Tender Process.

c. Adherenceto formats,whereverprescribed,isrequired.Non-adherenceto formatsmightbea groundfor declaringaproposal non-responsive.

d. Allcommunicationandinformationshallbeprovidedinwritingandin Englishlanguageonly.

e. Allcommunicationandinformationprovidedshouldbelegible,andwhereverthe information is given in figures, the same should also be mentioned in words. In case ofconflict between amounts stated in figures and words, the amount stated in words willbe taken ascorrectandfinal.

4.2 PREPARATIONANDSUBMISSIONOFPROPOSALS

TendershavetobesubmittedONLINEintwopartsintheprescribedproformai.e.,TechnicalBid Part.Iand Financial Bid Part II

a) Registration with e-Procurement platform: For registration and online bid submission, biddersmay visit **https://tender.apeprocurement.gov.in.** The bidder shall authenticate the bid with hisDigital Certificate for submitting the bid electronically on e-Procurement platform and the bidsnot authenticated by digital certificate of the bidder will not be accepted on the e-Procurementplatform.

b) Thebidderisrequestedtodownloadthetenderdocumentfromwebsiteat**https://tender.apeprocurement.gov.in** and read all the terms and conditions mentioned in thetender Document. Clarifications can be sought from the Tender Inviting Authority. Any offline bid,submission clause in the tender document shall not be

considered.

c) The bidder has to keep track of any changes by viewing the addendum / corrigendum are issuedbytheTenderInvitingAuthorityfromtime-to-timeinthee-Procurementplatform.TheDepartment calling for tenders shall not be responsible for any claims/problems arising out ofthis.

d) The bidder shall submit his response through bid submission to the tender on e-procurementplatform at **https://tender.apeprocurement.gov.in**. No offline bids shall be entertained by theTenderInvitingAuthority.

e) The bidders shall submit their eligibility and qualification documents, technical bid, financial bid etc.,in the standard formats prescribed in theTenderdocuments,scannedandtobesubmitted in the e-procurement web site. The bidders shall upload the scanned copies of all therelevant certificates, documents etc., in support of their eligibility criteria/technical bids exceptfinancial bid in the e-procurement web site. The bidder shall sign on the statements, documents,certificates,uploadedbyhim,owningresponsibilityfor theircorrectness/authenticity.

Note: - All the required documents are to be arranged in the serial order, (Serial Numbers andPage Numbers should be indicated on the top right-side corner) and to be uploaded to thee-procurementweb site i.e.,**https://tender.apeprocurement.gov.in**.

Thefollowingdocumentsareto be uploaded:

- DDtowardsEMDand Processingfee
- SignedRFPDocument
- ChecklistofSubmissions~Annexure 1
- CoveringLetter~Annexure2
- SimilarExperiencetowardsminimumeligibility (For both OEM & Bidder as applicable)~Annexure3(Alldocumentsasmentioned inS.No.5ofDataSheet)
- GSTregistrationcertificateandPancard & any other certifications required under eligibility criteria ~ Annexure 4
- FinancialExperience towardsminimumeligibility~Annexure5
- PowerofAuthority~ Annexure 6
- FirmRegistrationCertificate~Annexure7
- Affidavitofnon-blacklistingby any client/ authorityinIndia~Annexure 8.
- Authorized dealer certificate (As applicable) – Annexure 9
- Satisfactory Performance Certificate by the respective client / buyer – Annexure 10
- Declaration form in terms of GO. Ms. No. 352on Rs. 100 non-Judicial stamp paper) – Annexure 11
- Power of Attorney and MoU for Consortium ~ Annexure 12 (if required).
- Relevant brochures of the equipment.

f) Thebiddershouldcompleteallthe processesandstepsrequiredforbidsubmission.Th esuccessful bid submission can be ascertained once acknowledgement is given

by the systemthrough bid submission number after completing all the process and steps. GoAP and serviceprovider is not responsible for incomplete bid submission by bidders. Bidders may also note thatthe incomplete bids will not be saved by the system and are not available for the Tender InvitingAuthorityforprocessing.

g) Bidders are encouraged to inform themselves fully about the assignment and the local conditionsbeforesubmittingtheProposal.

4.3 PREPARATION&SUBMISSIONOFHARD COPIES

Aftersubmissionofbidonline,thebiddersarerequiredtosubmitthesamesetofdocuments that are uploaded along with DDs towards EMD& Processingfee to the TenderInviting Authority on or before the Hard copy submission due date as mentioned in thescheduleoftenderinthisdocument.

Thedepartmentshallnottake anyresponsibilityforanydelayor non-receipt of bids.

The bidder who fails to submit the original hard copies of uploaded certificates/documents,including original DD / BG as applicable on or before the due date shall not be considered for further evaluation. The same shall be suspended from participating in thetenderson e-procurement platform for a period of 3years from date of bid submission.

Other conditions as pertenderdocuments areapplicable.

Theouterenvelopesshallclearlyindicatethenameandaddressofthebiddertoenablethebidtobereturned unopenedincaseit isdeclared"late".

Thebidsshallbe madeinSEALEDENVELOPEasfollows:

I.

Theenvelopeshallbemarkedinboldletteras"TECHNICALBID"along withtitleofthe Assignmentandshallincludethefollowing:

- DDtowardsEMDand Processingfee
- SignedRFPDocument
- ChecklistofSubmissions~Annexure 1
- CoveringLetter~Annexure2
- SimilarExperiencetowardsminimumeligibility (For both OEM & Bidder as applicable)~Annexure3(Alldocumentsasmentioned inS.No.5ofDataSheet)
- GSTregistrationcertificateandPancard & any other certifications required under eligibility criteria ~ Annexure 4
- FinancialExperience towardsminimumeligibility~Annexure5
- PowerofAuthority~ Annexure 6
- FirmRegistrationCertificate~Annexure7
- Affidavitofnon-blacklistingby any client/ authorityinIndia~Annexure 8.
- Authorized dealer certificate (As applicable) – Annexure 9
- Satisfactory Performance Certificate by the respective client / buyer – Annexure 10

- Declaration form in terms of GO. Ms. No. 352on Rs. 100 non-Judicial stamp paper) – Annexure 11
- Power of Attorney and MoU for Consortium ~ Annexure 12 (if required).
- Relevant brochures of the equipment.

4.4 SIGNINGOFPROPOSALS

The Authorized Signatory shall sign or initial each page of the proposal documents along with thestamp of the Applicant. They should also sign & stamp each page of the RFP.Each Applicant shallsubmit a Power of Attorney as per the format at Annexure 6 duly authorizing the signatory of theProposalto commit and bind the Applicant.

4.5 OPENINGOFPROPOSALS

a. ProposalsreceivedonorbeforetheBidDueDate(BDD)willonlybeconsideredforopeningandevaluation. Proposalsother thantheabove willbesummarilyrejected.

4.6 EVALUATIONOFTECHNICALPROPOSAL

a. The Technical Proposals shall be opened on the date as mentioned in the schedule oftender and shall be evaluated for Minimum Eligibility Criteria as per the Data SheetstipulatedinthisRFP.

b. Only those proposals meeting the Minimum Eligibility (Technical) Criteria, will be considered forfurther evaluation.

c. Applicantsnotmeetingtheminimumeligibilitycriteriawillbedeemedtobedisqualified and will not be considered for further evaluation. No correspondence orrepresentation will be entertained in this regard and the Authority's decision will befinalin thisregard.

d. TheeligibleProposalswillbecheckedforallthemandatorydocumentsandsubmissions (Mandatory Annexures and their supporting documents if any) duly signedas per the list provided above and in the prescribed formats. The Authority shall take adecisionatitssolediscretionwithregardtoproposalswithoutanyofthesaiddocumentsordocumentssubmittedinanyotherformatother thantheprescribed.

4.7 FINANCIALPROPOSAL

Criteria for selection of Service Provider would be the Lowest Quote (L1) as quoted bythe Bidder (for specified item / product)for the execution of the Assignment for the entire AgreementPeriod, upon the minimum eligibility qualification adhering to the reverse tendering guidelines.

The bidders shall quote their rate(s) for each item / product towards their bid mandatorily for the subjectassignment in INR (Rs.) and shall be below the IBM value as given below.The price shall be applicable for entire agreement period of thisassignment.ThepriceshallbeinclusiveofManufacturing,Packaging,delivery(transportation), installation, warranty, insurance (as applicable) etc.,andanyothertaxes/leviesexcludingGST.

The Financial Proposal of those Applicants who have qualified the Minimum EligibilityCriteriai.e.,technicalproposal will onlybeopened.

The L1 price(s) quoted for each item by the technically qualified bidders in the commercialstageshallbethebasepriceforreversetendering.

The bidder shall be selected based on their Technical and Financial Proposal duly adheringtheguidelinesforreversetenderingasperG.O.Ms.No.79Finance(HR.V–TFR)Department;Dated: 25-08-2020.

ReverseTenderingProcess

i. After identification of the L-1InitialPrice Offer, eligible (those who have submittedoriginal hard copies of the DD/ BG for EMD as applicable) bidders (technically qualified) shall be transferred to the ReverseAuctionPlatform.

ii. The initial period of the Reverse tendering process will start on the date and time fixed anddisplayed on the e-procurement platform, following which there will be auto extensions of time by 15 minutes in case ofanyreduction in bids recorded intheprior15 minutes.

iii. Decrementsmadeineachsubsequentbidshallnotbelessthan0.5%.

iv. Only the current L1 bid shall be visible to all bidders who may revise their bids until theend oftheprocess.

v. The L1 bid may be determined following a period of inactivity of more than 15 minutes ofreversebidding.

vi. The contractor should register in **https://tender.apeprocurement.gov.in**for participation in reverseauction.

vii. Ifthenumberofbiddersparticipatedininitialtenderingaremorethanfive(05),60% ofthe bidders participated in initial tendering (Counting from the bidder, who

has quotedlowest initial price offer) or five (05) whichever is more shall be allowed for reversetendering, if the number of bidders participated are equal or less than five (05), all thebidders shall be allowed to participate in the reverse tendering as per G.O.Ms. No. 271 MA&UD(UH) Dept.dt 16/10/2019.

viii. To conduct reverse tender process at least two bidders would be required. If only singleresponsive bidder available, Government have discretion to consider the single responsivebidder, when price offer is substantially low i.e., minimum 10% less than the estimatedcontractvaluedispensingwithreverse auction.

**Thepricesquotedshallbefirmandshallincludeallapplicabletaxes,duties,transportation,accommodation &stationery etc., exceptGST.*

Approximate Requirement*:*

S.No	*Item / Product*	*Unit Pack*	*Approximate Requirement (In No.s)*	*IBM(in Rs.)*
1	*Microscope*	*Single*	*1,733 units*	*Rs. 30,000/- per unit*

*Theabove-mentionedquantitiesareapproximate.Therequiredquantitymaybereducedor increaseddependingon thefield requirement

4.8 CONDITIONONAPPLICANTs /BIDDERS

a. Any changes and deviation of roles and responsibilities (as mentioned in Power of Attorney) after the submission of Bid and before the execution of the Agreement shall entitle Authority to reject the Bid in its sole discretion.
b. Bidding shall be open to Bidders (which include companies, partnerships, duly registered consortiums). In case of a consortium, the lead firm / Bidder (which shall be single entity) shall be specified and fully empowered to represent the consortium. The lead member shall have a minimum stake of 26% in the consortium and other members who claim the eligible experience should have not less than 26% at all times during the project duration.

c. The following conditions for consortiums shall apply:

- A consortium contract which specifies the exact members of the consortium.
- Bidders are allowed to participate in the bidding through a consortium structure with a cap of three members. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.

- Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with the Authority. The nomination of the Lead Member shall be supported by notarized copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs 100/- (One Hundred only), the formats for which are supplied in Annexure 9in this Tender Document.
- The Consortium contract shall clearly specify the exact role and responsibility of each of the consortium members.
- In case of the Selected Bidder being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 1956. The Selected Bidder Contract in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially and at all times during the duration period of the project execution Contract, not less than 26% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium who claim the eligible experience would be required to hold, initially and at all times for during the duration of the project Contract, not less than 26% of the aggregate shareholding of the newly incorporated consortium company.
- A member cannot be a member of more than one bidding consortium. An individual applying as a single Bidder cannot at the same time be member of any Consortium bidding under this Tender and vice versa.
- Each member of the Consortium shall be jointly and severally liable for the due implementation of the Assignment.
- Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Agreement shall entitle Authority to reject the Bid in its sole discretion.
- Authority reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Provider Contract.

4.9 NUMBEROFCOPIESOFPROPOSAL

The Applicant shall submit one original hard copy of the technical proposal, clearly markingeach "Technical Proposal – Original" as appropriate. In the event of any discrepancy between theUploaded copy and Hard copy, the same shall be scrutinized for material deviation / fraud etc.,However,incaseoftypo errorthe uploadedcopyshallgovern.

4.10 ANNULMENTOF AWARD

Failure of the Applicant to comply with the requirements set forth in this RFP Document and / ortheprovisionsof theContractshallconstitutesufficientgroundsforthe annulmentoftheaward.

4.11 AUTHORITY'SRIGHTTOACCEPTORREJECTANYAND/ORALLPROPOSALS

Authorityreservestherighttoacceptorrejectany Proposalinitssolediscretion,andtoan nulthe Tender Process or reject all proposals without assigning any reason whatsoever at its solediscretionatanytimebeforeissuanceof aLetterof Awardwithoutincurringanyliability.

5. TERMS OF REFERENCE

5. TERMS OF REFERENCE

5.1 BACKROUND

Directorate of Animal Husbandry(the "**Authority**") intends to select an agency forSupply of Microscopesto Animal Husbandry Department, Andhra Pradesh.

5.2 SCOPEOFSERVICES

The Selected agency shall execute the assignment as per the requirement and order(s) / indents given by theAuthority for the entire agreement period based on the prices arrived pursuant to this tenderingprocess.Thelist of items and theirspecificationsare as below:

Supply of Microscope:

Technical Specifications:

Microscope:

- Bright field Binocular Microscope with coaxial focusing and LED illumination
- **Optical System:** Finite optical system, uniformly centered, interchangeable & Par focal
- **Body:** critical movements based on ball bearing for smooth & precise movements and base support with anti-vibration grips.
- **Mechanical Stage:** Co-axial low drive mechanical stage (125*145mm) (±5mm) with moving range 75X50mm or with single slide holder.
- **Focusing System:** Co-axial coarse & fine controls fine division 0.002mm, coarse stroke. Moving range 28mm, focus range 20mm.
- **Condenser:** Centerable condenser with position condenser aperture iris diaphragm with a removable blue/ green filter for daylight observation.
- **Illumination: Option1:**Base with variable intensity control **system:** 3W LED light source (warm, daylight equivalent) illumination. High brightness, long life (30,000 hrs).
- **Nose Piece:** Dust protective quadruple revolving nosepiece.
- **Objectives:** anti mould semi plan/PLAN Objectives 4X, 10X, 40X and 100X (Oil spring loaded) inclined observation head: 45 degree inclined binocular head, 360 degrees rotatable anti mould observation tube.
- **Eye piece: (**wide field) paired WF 10 X (FN minimum 18 mm) eyepiece. Same Microscope should be upgradable for trinocular head with camera attachment.
- **Power supply:**Universal power supply 100V-240V.
- **Accessories:**Dust cover, fuse, immersion oil.
- **Warranty:**3 years' manufacturer's warranty

- **Certifications required: E**uropean CE mark from a notified body.

5.3 DELIVERABLES,TIMELINESANDPAYMENTSCHEDULE

TheAssignmentshallbevalidforaperiodof Oneyearfromthe date ofsigningtheagreement withtheSelectedbidder.
Thepaymenttowardstheordersuppliedshallbedonewithin45daysfromthedateofsuppl y, installation, demo & training and issueofinvoicebytheagencyas pertheT&C ofthisRFP aftertheapprovalofAuthority as authorized by the Authority.

- No advance payment of any kind for supplies shall be entertained. No extra payment fortransporterpackagingwillbemadebythe Department.
- The payment will be made through the Department of Animal Husbandry. The Authorityshall not payanyinterest forthe delayofpayments if any.
- The decision of Director, Animal Husbandry Department, A.P., Vijayawada or any officer dulyauthorized by him shall be final with regard to acceptability of the item supplied and plea forassigninganyreasons forrejection willnotbeentertained.
- The indenting officer reserves the right to hold the payment if the stock is not supplied with inthe time specified in the work order / indent or if the supplied stock is not as per specifications and satisfactory performance as per the RFP or if thestockisdamaged ormisplaced duringtransport.
- The Director of Animal Husbandry or any officer so assigned by the Director for this purposeshallbetheindentingofficer.
- The indenting officer reserves the right to get the supplied stock verified and tested by thecompetent authority whether all the specifications mentioned in the tender are fulfilled. If anydeviation is found all the stock of the respective work order / indent will be rejected and the paymentwillbe withheld.

5.4 EARNESTMONEYDEPOSIT(EMD)

It is mandatory for all the participating bidders to pay arefundableEMDof 5,00,000/-in INRdrawnfromanyNationalized / Scheduled bank in favor of “Director of Animal Husbandry”,Vijayawadabywayof DD/BGpayableat Vijayawada.

a. Except for the exemptions availed as per Data Sheet, Bids submitted without EMD shallbe disqualified.
b. The EMD of unsuccessful Bidder will be returned to them without any

interest, afterconclusion of the resultant agreement. The EMD of the selected bidder will be returnedwithoutanyinterest,afterreceiptof performancesecurityasperthetermsofagreement.

c. EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if thebidder withdraws or amends its tender or impairs or derogates from the tender in anyrespectwithintheperiodofvalidityofitstenderorifitcomestonoticethattheinformation /documents furnished in its tender is incorrect, false, misleading or forged. Inaddition to the aforesaid grounds, the successful bidders' EMD will also be forfeitedwithoutprejudicetootherrightsofpurchaser,ifitfailstofurnishtherequireddperformancesecuritywithin thespecifiedperiod.

5.5 PERFORMANCESECURITY

The performance security of 2.5% of the Final Bid value (in terms of INR) to be paid by the Selected /Successful Bidder (to be renewed and be valid at all times till the completion of the assignment) so as toexecute the assignment, shall be submitted in the form of Bank Guarantee / DD in the specified formatWithin 15 days from the data of receipt of notification of award which shall be one among the conditionprecedentsforsigningtheService provideragreementwiththe Authority.

The Performance Security shall be forfeited as Damages without prejudice to any other right or remedythat may be available to the Authority under the tender Documents or otherwise, under the followingconditions:

Inthe caseof SelectedApplicant/SelectedBidder,if itfailstofulfill theassignmentasmentionedintheToR of thisRFP.

In the case of Selected Applicant/ Selected Bidder, if it fails to execute the Assignment as per thedeliverablesagreed withthe Authorityin theagreement.

5.6 PENALTIES:

5.6.1. Delays in delivery:

In case of any delay in execution of the Purchase Order beyond stipulated date of delivery, including any extension permitted in writing, the Authority reserves the right to recover from the Supplier a sum equivalent to 1% of the value of delayed Goods for each week of the delay and part there of subject to a maximum of 10% of the total value of the Purchase Order.

5.6.2. In case of delay beyond reasonable limit, the Authority reserves the right to purchase/lease the Good/equipment from elsewhere at the risk and cost of the Supplier and recover all such extra cost incurred by the Authority from the payments to be made to the Supplier.

5.6.3. The Supplier hereby undertakes to keep the Authority informed on regular basis, if it supplies the same Product / similar Product (Goods) to any other government departments across India. It further undertakes that, if the Products / goods are supplied to any other government department across India at price lesser than the price currently being offered to the Authority (under this Agreement), the Supplier shall ensure that, the subject goods shall be supplied to Authority at such price being offered with respect to the government department(s) across India. It is further agreed that, price of all the Products / goods that are already supplied under this agreement shall be revised to the new price (lesser price), and the monies already paid shall be adjusted in the subsequent payments.

6. FORMATS FORSUBMISSION OF PROPOSAL

(Annexures)

Annexure1

Format for

CHECK LIST OF SUBMISSIONS

SNo.	EnclosurestotheProposal	Status (Submitted / NotSubmitted)	Remarks
1.	DDtowardsEMD& Processingfee		
2.	SignedRFPDocument		
3.	CoveringLetter(Annexure2)		
4.	SimilarExperiencetowardsminimumeligibility (For both OEM & Bidder as applicable)(Annexure3) (Alldocumentsasmentioned inS.No.5ofDataSheet)		
5.	GSTregistrationcertificateand Pancard& any other certifications required under eligibility criteria (Annexure4)		
6.	FinancialExperiencetowardsmini mumEligibility(Annexure 5)		
7.	Power ofAuthority(Annexure6)		
8.	FirmRegistrationCertificate~Annexure7		
9.	Affidavit ofnon-blacklistingbyanyclient/authorityinIndia(Annexure 8)		
10.	Authorized dealer certificate (As applicable) – (Annexure 9)		
11.	Satisfactory Performance Certificate by the respective client / buyer (Annexure 10)		

12.	Declaration form in terms of GO. Ms. No. 352on Rs. 100 non-Judicial stamp paper(Annexure 11)		
13	Power of Attorney and MoU for Consortium ~ Annexure 12 (if required)		
13.	Relevant brochures of the equipment.		

Annexure2

Format for

COVERING LETTER(LETTER OF PROPOSAL)

(OnApplicant'sLetterHead)

To, Date:
THEDIRECTORATEOFANIMALHUSBANDRY(DA
H),LABBIPET, VIJAYAWADA-520010
ANDHRAPRADESH

Sub: "Selection of Agency forSupply of Microscopesto AnimalHusbandryDepartment,Andhra Pradesh"

WithreferencetoyourRFPDocumentdated _____,I/We,havingexaminedallrelevantdocuments and understood their contents, hereby submit our Proposal for Selection of agency(s) for i) Supply of Microscopesto AnimalHusbandryDepartment,Andhra Pradesh (the "Agency") for the subject assignment. The proposal is unconditional andunqualified.

2. I/We acknowledge that the Director of Animal Husbandry (DAH), (the Authority)will be relying onthe information provided in the Proposal and the documents accompanying the Proposal for selection ofthe Agency, and we certify that all information provided in the Proposal and in the Annexures are trueand correct, nothing has been omitted which renders such information misleading; and all documentsaccompanyingsuch Proposal aretruecopiesoftheirrespective originals.

3. This statement is made for the express purpose of appointment as the Agency for the aforesaidassignment.

4. I / We shall make available to the Authorityany additional information it may deem necessary orrequireforsupplementingor authenticatingthe Proposal.

5. I / We acknowledge the right of Authority to reject our application without assigning any reason orotherwise andherebywaiveourrightto challenge thesameon anyaccount whatsoever.

6. I / We certify that in the last five years, we have neither failed to perform on any contract, asevidenced by imposition of a penalty by an arbitral or judicial authority or a

judicial pronouncement orarbitration award against the Applicant, nor been expelled from any project/assignment or contract byany public authority nor have had any contractterminated by any public authority for breach on ourpart.

7. I/Wedeclarethat:
(a) We have examined and have no reservations to the RFP Document, including any Addendum issuedbyAuthority;
(b) I/We donothave anyconflictof interest asmentionedinthe RFPDocument;
(c) I / We have not directly or indirectly or through an agent engaged or indulged in any corruptpractice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect ofany tender or request for proposal issued by or any agreement entered into with Authority or any otherpublicsectorenterpriseoranygovernment, CentralorState; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of thisRFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice,coercivepractice, undesirable practiceorrestrictivepractice.

8. I / We understand that you may cancel the Selection Process at any time and that you are neitherbound to accept any Proposal that you may receive nor to select the Agency, without incurring anyliabilityto the Applicants in accordancewiththe RFPDocument.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of ourAssociates have not been convicted by a Court of Law or indicted or adverse orders passed by aregulatory authority which would cast a doubt on our ability to undertake the assignment or whichrelatesto agraveoffencethatoutrages themoral senseof thecommunity.

10. I / We further certify that in regard to matters relating to security and integrity of the country, wehave not been charge-sheeted by any agency of the Government or convicted by a Court of Law for anyoffencecommitted byus or byanyof ourAssociates.

11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law orhowsoever otherwise arising to challenge or question any decision taken by Authority (and/ or theGovernment of India) in connection with the selection of Agency or in connection with the SelectionProcessitselfinrespectoftheabove-mentionedassignment.

12. I/We agree and understand that the proposal is subject to the provisions of the RFP Document. In nocase, shall I/we have any claim or right of whatsoever nature if the assignment is not awarded to me/usor ourproposal is notopened orrejected.

13. I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the BDD specifiedintheRFP.

14. In the event of my/our firm being selected as the Agency for subject assignment, I/we agree andundertaketoprovidetheservicesinaccordancewiththeprovisionsoftheRFPandthatthe TeamLeader shall be responsible for providing the agreed services himself and not through any other personorAssociate.

15. I/We have studied RFP and all other documents carefully. We understand that we shall have notclaim,rightor title arisingoutof anydocumentsor information providedto usbyAuthority orinrespect of any matter arising out of or concerning or relating to the Selection Process including theawardofagencyassignment.

16. The Technical and Financial Proposals are being submitted along with Annexures to prove ourfinancialdetails.Thecontentsprovidedinthis regard shallbe bindingon us.

17. I/WeagreeandundertaketoabidebyallthetermsandconditionsoftheRFPDocument.Inw itnessthereof,I/we submitthis Proposalunder andinaccordancewiththeterms of theRFPDocument.

Yoursfaithfully,
(Signature,nameanddesignationoftheauthorizedsig
natory)(Nameand sealofthe Applicant)

Annexure3

Format *for*

APPLICANT'S EXPERIENCE

DetailsofAssignment(s)executed

As per the bidding eligibility criteria mentioned in the data sheet

Year	Name ofAssignment	Client /OrganizationDetails	MaterialDetails	Location	Items / Products Supplied (Inunits)	DocumentEnclosed asProofofExperience*

Note: Bidder needs to submit all other documents pertaining to eligibility criteria as mentioned in the data sheet in including the documents pertaining to OEM (in case bidder is not an OEM)

(**Tables to be added by the bidder if required)Signature_____

Name_____

Designation_____

Company_____

Date_____

Notes

Annexure4

Format for

GST registrationcertificate andPancard& other required certificates as per the eligibility criteria

*(*SignatureoftheKeyExpert/AuthorisedSignatory)

Place.....

ANNEXURE5

In support of Minimum Eligibility Criteria

Format for

FINANCIAL SUMMARY DATA

TURNOVER RELATED DATA**(***AllfiguresinINRCrores)*

Description	**Yr 01**	**Yr 02**	**Yr 03**
Revenue from similarsubjectprojects/assignments			
(add)OtherRevenue			
TotalTurnover			

FinancialYear:1stAprilto31st Marchortheparticularaccounting yearfollowedandaudited.

(**AuditedCAcertificatestatingtheturnoverof the bidder and / or OEM (as applicable) shallbesubmitted as per Data sheet)**

Note:

1. Theapplicantshall submitAuditedBalanceSheets/ AnnualReports
2. TheannualTurnover&NetworthdatashouldbecertifiedbyapracticingCharteredAccountant.

SIGNATURE_____
NAME_____
DESIGNATION _____
COMPANYSEAL COMPANY_____
DATE _____

ANNEXURE6

Format for

POWER OF AUTHORITY TO BID SIGNATORY

(OnaNon-JudicialStampPaperofRs.100duly attestedbynotarypublic)

Knowallmenbythesepresents,We,_____,acompany/firmregisteredunder _____andhavingitsRegisteredOfficeat _____doherebyconstitute,nominate,appointandauthorize _____andpresentlyresidingat_____asour true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in ourname and on our behalf, all such acts, deeds and things as are necessary or required in connection withorincidentaltosubmissionofourProposalfor_____ _____includingbutnotlimited to signing and submission of all applications, proposals and other documents and writings,participating in pre-bid and other conference and providing information/ responses to the Director ofAnimalHusbandry (DAH),(the "Authority"),representing us inallmatters beforethe Authority,signing and execution of all contracts and undertakings consequent to acceptance of our proposal andgenerally dealing with the Authority in all matters in connection with or relating to or arising out of ourProposal for the said assignment and/or upon award thereof to us till the entering into of the AgreementwiththeAuthority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to bedone by our said Authorized Representative pursuant to and in exercise of the powers conferred by thisPower of Attorney and that all acts, deeds and things done by our said Authorized Representative inexercise ofthe powersherebyconferredshall andshallalwaysbedeemedto havebeen donebyus.

INWITNESSWHEREOFWE,…….THEABOVE-NAMEDPRINCIPALHAVEEXECUTEDTHIS POWER OF ATTORNEYONTHIS……. DAY OF....., 2023

For…….

(Signature,name,designationandaddress)

Witnesses:

1.

2.

Notariz

edAcce
pted
……
(Signature,namedestinationandaddressoftheAttorney)

Notes:

ThemodeofexecutionofthePowerofAttorneyshouldbeinaccordancewiththeprocedure,ifa ny,laid down by the applicable law and the charter documents of the executant(s) and when it is so requiredof Attorney should be executed on a Non- Judicial stamp paper of Rs 100/-(one hundred) and dulynotarized bya notarypublic.

Whereverrequired, theApplicant should submitfor verification the extractofthe charterdocumentsand other documents such as a resolution/power of attorney in favor of the person executing this Powerof Attorneyforthe delegation of powerhereunderon behalfoftheApplicant.

For a Power of Attorney executed and issued overseas, the documents will also have to be legalized bythe Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.However, the Power of Attorney provided by Applicants from countries that have signed The HagueLegislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries aconformingApostillecertificate.

ANNEXURE 7

FIRMREGISTRATIONCERTIFICATE

ANNEXURE8

AFFIDAVITOF NON-BLACKLISTINGBY ANYCLIENT/ AUTHORITYININDIA

Format for **AUTHORISED DEALER CERTIFICATE**

(To be produced by bidder in case of Authorized Agency dealer)

Date: _____

To,

THE ANIMAL HUSBANDRYDEPARTMENT, Govt of AP,

LABBIPET,VIJAYAWADA- 520010.

ANDHRAPRADESH

Sub:"SELECTION OFAGENCYFORSUPPLY OF MICROSCOPESTO ANIMAL HUSBANDRY,GOVT OFANDHRAPRADESH as follows"

Name of the Item/Service

Bid Reference Number:

Bid Date:

Dear Sir,

We, _____the manufacturersof _____having corporateoffice located at _____and plant / unit at _____ do hereby authorize _____, having address at _____

_____to submit bid, negotiate and sign the contract with you for theitems required as per the subject Bid Document/RFP and manufactured by us against the above-mentioned Bid Document/RFP. We haveanexperienceofmanufacturing _____for morethanyears.

We also certify that the Products offered by the Authorized dealer/Agency/Supplier as part of the bid shallbe supplied by us as per the characteristics and requirement for the entire agreement period as mentioned inthe RFP document. We agree & acknowledge that the liability of supplying the required quantity as per theindentsraisedbytheAuthorityisalsobindingonustoenablethedealer/Agency/Suppliertosupplythesame. We understandthatthe approximaterequirementis_____andwealsoacknowledgethatwe _____ have the capacity to manufactureand produce the same for the entire

contract period. We will provide after sales support and service for theproductssupplied byusthrough authorized Servicecentres. And our list of service centres is herewith attached.

We hereby extend our guarantee and warranty as per tender clauses for the items offered for supply by theabove firmagainst this Bid Document/RFP.

Yoursfaithfully,

(Manufactures authorized signatory)

ANNEXURE10

SATISFACTORY PERFORMANCE CERTIFICATE
(BY THE RESPECTIVE CLIENT / BUYER)

ANNEXURE11

A

DECLARATION FORM IN TERMS OF GO. Ms. No. 352

(on Rs. 100 non-Judicial stamp paper)

DIRECTOR

ANNEXURE 12

Format for

POWER OF ATTORNEY AND MEMORANDUM OF UNDERSTANDING FOR CONSORTIUM

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 20…

AMONGST

1. …… Limited, a company incorporated under the Companies Act, 1956/2013and having its registered office at …… (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. …… Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at …… (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND, PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

The Department of Animal Husbandry, Andhra Pradesh has invited applications from interested agency for "Supply of Microscopes to Animal Husbandry Department in Andhra Pradesh**"** (hereinafter referred to as "the Assignment"),

Whereas, the members of the consortium/joint venture are interested in bidding for this assignment in accordance with the terms and conditions of this tender along with its amendments, addenda and related documents,

(B) The Parties are keen to jointly bid for the Assignment as members of a Consortium and in accordance with the terms and conditions of this Tender document and other bid / Tender Documents in respect of the Assignment, and

(C) It is a necessary condition under this Tender Document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREEDas follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under this Tender Document.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Assignment.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Assignment, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidders and awarded the Assignment, it shall enter into the joint bidding agreement with the form and manner and execute the MoU / MoA / Concession Agreement (CA) (pursuant to the selection as per the T&C of this Tender) with the Authority.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

1. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of CA;
2. Party of the Second Part shall be {the Member of the Consortium;}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for allobligations and liabilities relating to and in accordance with theterms of this Tender Document, till the signing of CA.

6. Shareholding in the Consortium

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

a. First Party:
b. Second Party:

6.2 The Parties undertake that, a firm claiming eligibility for the entire agreement period from the date of execution of the agreement / work order, a minimum of (i) 26% (twenty-six per cent) each of the subscribed and paid-up equity share capital of the consortium; whose Technical and Financial Eligibility have been reckoned for the purposes of qualification of Bidders for the Assignment.

6.3 The Parties undertake the lead member of Consortium and the member claiming experience under eligibility shall, for the entire agreement period from the date of execution of the agreement / work order, hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid-up equity of the consortium as per section 2.3 of this Tender Document.

6.4 The Parties undertake that replacement of any Member of the Consortium shall be as per the provisions of the applicable laws of Republic of India and the Tender Document.

6.6 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement & the subject RFP.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

a. require any consent or approval not already obtained;
b. violate any Applicable Law presently in effect and having applicability to it;
c. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

d. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

e. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the signing of the Agreement / Work Order, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Assignment / Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidders.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

GOPAL KRISHNA DWIVEDI
SPECIAL CHIEF SECRETARY TO GOVERNMENT (FAC)

ANNEXURE-II
To
G.O.Rt.NO. AHDD&F (AH.III) DEPARTMENT, Dt.
REQUESTFORPROPOSAL

SELECTIONOFAGENCY FOR SUPPLY OF MICROSCOPE SLIDES TOANIMALHUSBANDRYDEPARTMENT, ANDHRAPRADESH.

December2023

GOVERNMENTOFANDHRAPRA

DESHANIMAL HUSBANDRY

DEPARTMENTLABBIPET,

VIJAYAWADA-520010

Ph:08662492542/9634506369

Mail:_____

Contact Person: Dr _____, Department of Animal Husbandry

Contact Number:_____

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SCHEDULEOFTENDERPROCESS

The below schedule is tentative. The Director of Animal Husbandry, AP reserves the right to modify thesaid schedule of Selection Process at any time during the Selection Process at its sole discretion withoutassigninganyreason orbeingliableforthesame in any mannerwhatsoever.

TenderNoticeNo:	
RFPIssue/ StartDate	T/12/2023
Pre-Bidconferencedate/time/venue	T+5/12/2023; 16:00 Hrs, to be Conducted online through Google meet / Zoom. (Interested bidders shall send the request for participation through e-mail on or before T+4/12/2023; 14:00 Hrs
Lastdate/timeforclarification	T+6/12/2023; 16:00 Hrs
DuedateforReceiptofProposals/Bids(ProposalSubmission Date orBid Due Date)	16:00 Hrs (IST) on T+14/12/2023 Online submission. 16:00 Hrs (IST) on T+16/12/2023 Original Hardcopy submission.
DateandTimeofOpeningBids(Technical)	16:30 Hrs (IST) on T+16/12/2023
OpeningofFinancialProposal/bids	16:30 Hrs (IST) on T+18/12/2023

Anyaddendum/corrigendumtotheRFPDocumentshallbeintimidatedtoalltheApplicants/BiddersthroughE-Procurementplatformonly.

10. The dates scheduled for RECEIPT and OPENING of tenders are fixed and shall not be changedunderanycircumstances.However,theDirectorofAnimalHusbandry,AP(the**"Authority"**)reserves the right of postponement of the date of opening of Tenders or date of opening of financialbids in the event of any unforeseen reasons. The Authority reserves the right to modify the saidschedule of Selection Process at any

time during the Selection Process at its sole discretion withoutassigninganyreason or beingliableforthe samein any manner whatsoever.

11. The Authority shall not be responsible for any non-receipt of tenders or late uploading of tendersonline foranyreason, whatsoever.

12. Failuretofilland signthedeclarationandchecklist shallmaketenderinvalid.

13. Interested bidders may obtain further information about this requirement from the office of DirectorofAnimalHusbandry(DAH),AP.RFPDocumentscanbedownloadedonlinebypaying thetransaction fee by the participating bidders electronically at **https://tender.apeprocurement.gov.in**.Thetransactionfeeis Non-Refundable.

14. All prospective bidders may attend the Pre-Bid meeting. The date and time are indicated inScheduleofEventsasinscheduleoftenderprocessabove.Thequeriesfor clarification shallbesenttoap.ahdir@gmail.com(EmailID)whichmustbereceivedbytheAuthoritybylastdate/timeclarification as mentioned in the schedule of events.Queriesreceived after duedateandtimeshallnotbe considered.The Virtual Prebid meeting link will be sent through reply via e-mail.

15. TheProposals shall be filled in English and all entries must be typed / written in blue/black ink.Initials of the Authorized representative of the Bidder must attest all erasures and alterations madewhile filing the proposal. Modification of the Proposal/bid is not permitted after the BDD. Failure tocomplywith anyoftheseconditionsmayrendertheProposalinvalid.

16. TheAuthorityshallnotberesponsibleforanycostsorexpensesincurredbythebidder(s)inconnection with the preparation and delivery of Proposals, including costs and expenses related totransportetc.TheAuthorityreservestherightstocancel,terminate,changeormodifythis procurement / Bid Process and /or requirements of proposal stated in the RFP, without assigning anyreasonorprovidinganynoticeand withoutacceptinganyliabilityforthesame.

17. The Proposal / bid shall be valid for a period of not less than 180 days from the Bid Due Date (the"BDD").Inexceptionalcircumstances,priortotheexpiryoftheoriginalproposalvalidity period,the authority may request the Bidders to extend the period of validity for a specified additionalperiod. The request for the extension shall be made in writing. However, bidder will not be permittedtomodifytheirsubmittedbids aftertheBDD.

18. It is clarified that bids are to be submitted as per the procedure prescribed in the RFP on E-Procurement platform of APTS. The bidders are advised to consult APTS authorities for any technical / procedural issues while submitting the bids and the bid inviting Authority will not be held responsible for any such technical / procedural issues while submitting the bid.

INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

k. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

l. A reference to any gender includes the other gender;

m. A reference to any agreement is a reference to that agreement and all annexures, Attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;

n. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;

o. Any reference to a person shall include such persons, successors and assignees;

p. A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form;

q. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;

r. The terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article,

s. In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail.

t. Where there is a discrepancy between amount in figures and in words, the latter shall prevail.

DISCLAIMER

11. Theinformationcontainedinthisdocument(**"RFP/TenderDocument"**)orsubsequently providedtoBidders(Applicants/Bidders),whetherverballyorindocumentaryoranyotherf ormby or on behalf of Department of Animal Husbandry (herein after referred to as**"Authority"**) orany of its employees, representatives, advisors or Consultants is provided to Bidder(s) on the termsand conditions set out in this Tender document and any other terms and conditions subject to whichsuchinformationis provided.

12. This Tender document is neither an agreement nor an offer by the Authority to the prospectiveBidder(s) or any other person. The purpose of this RFP is to provide interested parties with theinformation that may be useful to them in the formulation & submission of their Proposals pursuanttothis tenderdocument.

13. Thisdocumentincludesstatements,whichreflectvariousassumptionsandassessments arrivedatby the Authority in relation to the Request for Proposal for Selection of Agency forSupply of Microscope Slidesto Animal Husbandry Department, Andhra Pradesh by theselectedBidder/Agency selected throughacompetitivebiddingprocess.ThepurposeofthistenderistoprovidetheBidder(s)withinformationthatmaybeusefulto them in the formulation of their bids (including Price Bids) (the **"Bids"**) pursuant to this tenderdocument andforno otherpurpose.

14. This document may not be appropriate for all persons, and it is not possible for the Authority and itsemployees to consider the objectives, technical expertise and particular needs of each party whoreadsorusesthisdocument.Theassumptions,assessments,statementsandinform ationcontainedinthisdocument,maynotbecomplete,accurate,adequateorcorrect.Eac hBiddershould,therefore, conduct its own investigations and analysis and should check the accuracy, adequacy,correctness, reliability and completeness of the assumptions, assessments and information containedinthistenderdocumentandobtainindependentadvicefrom appropriatesources.Informationprovided in this tender document to the Bidders may be on a wide range of matters, some of whichmay depend upon interpretation of law. The information given is not intended to be an exhaustiveaccountofstatutoryrequirementsandshouldnotberegardedasacompleteor authoritativestatement of law. The Authority accepts no responsibility for the accuracy or otherwise for anyinterpretationoropinion onthelaw expressedherein.

15. The Authority and its employees/ officers/ advisors/ consultants make no representation or warrantyand shall have no liability to any person including any Bidder under any law, statute, rules orregulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages,costorexpensewhichmayarisefromorbeincurredorsufferedonaccountofany

thingcontainedin this tender document or otherwise, including the accuracy, adequacy, correctness, reliability orcompleteness of the document and any assessment, assumption, statement or information containedtherein or deemed to form part of this document or arising in any way in this Selection Process /TenderProcess(hereinafterdefined).

16. The possession or use of this tender document in any manner contrary to any applicable law isexpresslyprohibited.TheBiddersshallinformthemselvesconcerning,andshallobserveanyapplicable legal requirements. The information does not purport to be comprehensive or to havebeen independently verified. Nothing in this document shall be construed as legal, financial or taxadvice.

17. The Authority also accepts no liability of any nature whether resulting from negligence or otherwisehowever caused arising from reliance of any Bidder upon the statements and information containedinthis tenderdocument.

18. The Authority may in its absolute discretion, but without being under any obligation to do so,update,amendorsupplementtheinformation,assessmentorassumptioncontainedinthisdocument.

19. The issue of this tender document does not imply that Authority is bound to select a Bidder or toaward work to the Selected Bidder, as the case may be, for the subject assignment and the Authorityreservestherighttoreject alloranyofthe Proposalswithoutassigninganyreasonswhatsoever.

20. LawsoftheRepublicof India areapplicable tothisTender document.

1. LETTEROFINVITATION

3. LETTEROFINVITATION

To,

Whomso everit mayConcern-

Directorate of Animal Husbandry ("**DAH**" or "**Authority**") intends to select agency forSupply of Microscope Slidesto Animal Husbandry Department, Andhra Pradesh.

The broad scope of the Agency and the details of the services required to be provided by the SelectedApplicant are given in Terms of Reference (ToR) Section 5 of this document (hereinafter referred to asthe"**Assignment**").

3.1 Proposal submissions must be received no later than the BidDue Date specified in the **"ScheduleofTenderProcess"**in themanner specifiedinthe RFPDocument.

3.2 TheOriginal HardCopies shallalso besubmittedon orbeforethe duedatespecifiedattheaddress given below clearly mentioning the name of the assignment and the item for which theyareintendingto bid for.

"SELECTION OF AGENCY FOR SUPPLY OF MICROSCOPESLIDESTOANIMALHUSBANDRYDEPARTMENT,ANDHRAPRADESH"

To
DIRECTOROFANIMALHUSBANDRYL
ABBIPET, VIJAYAWADA-
520010ANDHRAPRADESH

3.3 ThisRFPhasfollowingsections*:

Section –1	LetterofInvitation
Section –2	Instructionsto Applicants
Section –3	DataSheet
Section –4	Preparation,SubmissionandEvaluationofProposals
Section –5	Terms ofReference
Section –6	FormatsforProposalSubmission(Annexures)

3.4 The Agency for providing its services for the said Assignment will be selected on the basis of thelowest quote (L1) method (for each of the item specified) adhering to the reverse tendering process asdescribedinthisRFP.TheFinancialProposals(PriceProposals)ofonlythoseApplicants,whoqualify the eligibility (technical &financial capability) criteria as mentioned in this RFP shallbe processedfurther.

3.5 The Proposals shall be filled in English and all entries mustbe typed and written in blue/blackink. Initials of the Authorized representative (Power of Attorney) of the Applicant must attest allerasures and alterations made while filling the Proposal. Failure to comply with any of theseconditions mayrendertheProposalinvalid.

3.6 The Authority shall not be responsible for any costs or expenses incurred by the Applicant inconnection with the preparation and delivery of Proposals, including costs and expenses related totransport, postage, survey etc. The Authority reserves the rights to cancel, terminate, change ormodifythisprocurement/tenderprocessand/orrequirementsofproposalasstatedintheRFPatits sole discretion, without assigning any reason or providing any notice and without being liableinanymannerforthesame.

3.7 The Proposal shall be valid for a period of not less than one hundred and eighty (180) days fromthe Bid Due Date (the "**BDD**"). In exceptional circumstances, prior to the expiry of the originalproposal validity period, the Authority may request the Applicants to extend the period of validityfor a specified additional period. The request for the extension shall be made in writing. However,Applicantswill not be permittedtomodifytheirsubmitted proposals.

Date:T-12-2023

ForDirectorof AnimalHusbandry

4. INSTRUCTIONSTOAPPLICANTS

4. INSTRUCTIONSTOAPPLICANTS

4.1 TheAuthorityhasadoptedaSingle-stageTwo-Partprocess (hereinafterreferredtoasthe“**Selection Process**/ **Tender Process**”) for selection of Agency(s), for award of the Assignment.The Proposal submission is envisaged in two parts - Technical Proposal and Financial Proposal.The Applicants may submit their Proposals in response to this RFP, in accordance with theprovisions of this RFP ("**Applicants**"). The Technical Proposals to be submitted by Applicantsshallcompriseoftechnicalandfinancialcapabilitydocumentsandotherrequisitedocuments/clarifications as per the terms of this RFP. The Financial Proposals of only thoseApplicants whose Technical Proposal qualify the evaluation process, as per terms hereof, shall beopenedforfurtherprocessing. TendershavetobesubmittedONLINEintwopartsintheprescribedproformai.e.,Technical BidPart.Iand FinancialBidPart II

4.2 ApplicantsareencouragedtoinformthemselvesfullyabouttheAssignmentandthelocal conditionsbefore submittingtheirProposals.

4.3 road description of the objectives, scope of services, deliverables, and other requirements relating to this Assignment are specified in this Tender Document. In case, a Bidder possesses the requisite experience and capabilities required for undertaking the Assignment, it is invited to participate in the Selection Process either individually or as a consortium of entities (the “**Consortium**”), where it is to be noted that the Bidders bidding individually cannot be a member of a Consortium or vice versa. Similarly, a Bidder who is a member of a Consortium cannot be part of another Consortium. The entity claiming experience under eligibility criteria (as mentioned in the data sheet) should have held, in the company or Consortium owning the eligible Assignment, a minimum of 26% (twenty-six per cent) equity during the entire assignment duration for which eligible experience is being claimed. In the case of a Consortium, any of the members of the Consortium must have the mentioned / required experience as stipulated in this Tender Document and such member shall hold an equity not less than 26% in the Consortium at all times during the Agreement Period / Assignment Period. The experience/qualifications of the parent/subsidiary company of any of the consortium members will not be considered. Number of members in a consortium shall not be more than two (2) entities.

4.4 Proposals shall beprepared and submitted inthemanner elaborated in this RFP as per theformats/annexuresprovided.

4.5 NoApplicantoritsAssociateshall submit morethanoneProposalfortheAssignment.

4.6 AnyentitywhichhasbeenbarredbyanyagencyoftheCentralGovernment,anyStateGovernment, any Statutory Authority or any public sector undertaking, as the case

may be, fromparticipating in any project, and the bar subsists as on the date of the Proposal, would not beeligibletosubmita Proposal eitherbyitselforthrough itsAssociate.

4.7 TheAuthorityreservestherighttoterminateanApplicant(s)participationintheTenderProcessat any time, should the Authority consider that an Applicant has, without the prior consent, failedtocomply with anyoftheproceduresandrequirements prescribedinthe RFP.

4.8 Each Applicant shall submit a Power of Attorney as per the format at Annexure: 6 duly authorizing thesignatoryoftheProposal tocommitand bind theApplicant.

4.9 Itshallbedeemedthatbysubmittingthe Proposal,theApplicanthas:

a. madeacompleteandcarefulexaminationoftheRFP;
b. receivedallrelevantinformationrequestedfromtheAuthority;
c. acceptedtheriskofinadequacy,errorormistakeintheinformationprovidedintheRFP or furnished by or on behalf of the Authority or relating to any of the mattersreferredto in theRFP;
d. satisfied itself about all matters, things and information, including matters referredherein, necessary and required for submitting an informed Application and performanceof all ofits obligationsthereunder;
e. acknowledgedthatitdoesnothave aConflictofInterest;
f. agreed to be bound by the undertaking and all other documents provided by it underandintermshereof; And
g. satisfieditselfabouttheassignmentconditionsandmadeacompleteandcarefulexaminationof the same.

4.10 The Authority shall not be liable for any omission, mistake or error in respect of any of the aboveor on account of any matter or thing arising out of or concerning or relating to RFP or theSelection Process, including any error or mistake therein or in any information or data given bytheAuthority.

4.11 TheProposalofanApplicantshallbeliable fordisqualificationintheeventof thefollowing:

a. iftheApplicantrefusestoacceptthecorrectionof errorsinitsProposal, (or)

b. atanytime,amisrepresentationismadeoruncoveredorasuppressedfactisuncovered,(or)

c. theApplicantdoesnotprovide,withinthetimespecifiedbytheAuthority,thesupplemental information sought by the Authority for evaluation of the Proposal or doesnotrespond to anyqueriesraisedbythe Authority, (or)

d. iftheapplicantsubmitsaconditionalProposalwhichwouldaffectunfairlytheco mpetitive provision of other firms who submitted substantially responsive proposaland/or is notaccepted bythe Authority.

e. iftheApplicantsubmitsmultipleproposalsforthesubjectAssignment.

4.12 QUERIESANDCLARIFICATIONS

The Bidders are requested to study this entire RFP document in detail. If the Bidders have anyqueries related to the RFP or on the proposed Assignment, they may submit such queries to theAuthority in writing or e-mail to **ap.ahdir@gmail.com** or before the Clarification(s) due datespecified in the **"Data Sheet / Schedule of Tender"**. Clarifications for all such queries receivedwouldbeprovidedbytheAuthorityatleastfour(4)workingdaysbeforethebid duedate/timeofBid submission date. All such queries received and clarifications provided by the Authority shall beinformedbyuploadingonhttps://tender.apeprocurement.gov.inmentioningasAdden dum/Corrigendum for the subject title

of the RFP without identifying the names of the Bidders. Biddersare requested to keep themselves updated on the same and the Authority takes no responsibility on anyclaimsofnon-information.

4.13 AMENDMENTTO RFP

a. At any time prior to the due date for submission of Proposal, the Authority may, for any reason,whether at its own initiative or otherwise, modify the RFP document by issuing Addendum /Corrigendum.
b. In order toprovide the Bidders with reasonable time for taking an amendment into account, orfor anyotherreason,Authoritymay, in itssolediscretion, extendtheBDD.
c. The above changes &amendments, if any, will be notified on https://tender.apeprocurement.gov.infortheAssignment.

4.14 CONFLICTOFINTEREST

a. The Authority requires that the Bidders provide professional, objective, and impartial adviceand at all times hold Authority's interest's paramount, avoid conflicts with other assignments orits own interests, and act without any consideration for future work. The Bidder(s) shall notacceptorengageinanyassignmentthatwouldbeinconflictwithitspriororcurrento bligations to other Authority(s), or that may place it in a position of not being able to carry outtheassignmentin thebest interestsoftheAuthority.

b. ABiddershallnothaveaconflictofinterest thatmayaffecttheSelection Process(the"**Conflictof Interest**").AnyBidderfoundtohave aConflictofInterestshallbe disqualified.

c. A Biddershallbedeemedtohavea ConflictofInterestaffectingtheSelectionProcess,if:

   i. aconstituentof suchBidderisalsoaconstituentofanotherBidder;(or)
   ii. such Bidder or its Associate receives or has received any direct or indirect subsidy orgrantfromanyotherBidder orits Associate;(or)
   iii. such Bidder has the same legal representative for purposes of this Application as anyother Bidder;(or)
   iv. if a Bidder is engaged by the Authority to provide goods or works or services and if theAssociate(s) of such firm is engaged for providing services for the same project and viceversa.

d. if a Bidder submits multiple Bids either individually or as a member of any Consortium and vice versa.

4.15 MODIFICATIONS/SUBSTITUTION/ WITHDRAWALOFPROPOSALS

2.15.1TheApplicantmaymodify,substituteorwithdrawitsProposalaftersubmission,provided that written notice of the modification, substitution or withdrawal is received bythe Authority prior to the BDD. No Proposal shall be modified, substituted or withdrawnbythe Applicant onorafterthe BDD.

2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent totheBDD, unless thesamehasbeenexpressly soughtforby theAuthority shallbedisregarded.

4.16 REJECTIONOFPROPOSALS

2.16.3 Notwithstanding anything contained in this RFP, the Authority reserves the right to rejectany Proposalsandtoannulthe Tender ProcessandrejectallProposalsatany timewithout any liability or any obligation for such acceptance, rejection or annulment, andwithout assigning any reasons. In the event that the Authority rejects or annuls all theProposals, it may, in its discretion, invite all eligible Applicants to submit fresh Proposalshereunder or may take such other steps as it may deem fit in its sole discretion as perapplicablelaws withoutbeingliableforthe samein any manner.

2.16.4 The Authority reserves the right not to proceed with the Tender Process at any time,without notice or liability, and to reject any Proposals without assigning any reasons andwithoutbeingliableforthesamein anymanner.

5. DATASHEET

5. DATASHEET

S.No.	KeyInformation	Details
	RFPDetails	
1.	**Project/Assignment**	**"Selection of Agency for Supply of Microscope Slides toAnimalHusbandryDepartment,AndhraPradesh"**
2.	**Authority**	Directorate ofAnimalHusbandry(DAH)
3.	**Assignment / Supply locations**	**The location of each delivery shall be communicated from time to time by the authority through indents.**
	Proposal ConditionsandEvaluation	
4.	**ProposalValidity**	The Proposal shall be unconditional, firm and irrevocable and shall bevalid for a period of 180 (one hundred and eighty) days from the BidDue Date(BDD)
5.	**Minimum EligibilityCriteria**	Theapplicantmustmeetallthefollowingminimumeligibilitycriteria. **n) Experience:** o) The Bidder shall be a Manufacturer or Authorized Agency i.e., distributor or dealer. p) The OEM must be Made in India and have been registered and operating in India from past 5 years continuously. q) The OEM of the product should have supplied minimum of 50% of the required bid quantity of Microscope Slides in India during the last 5 years preceding the BDD. r) The OEM should submit documentary proof of the past performance (Satisfactory performance certificate from the user/buyer) along with the contact numbers of the buyers s) Submission of same invoices of OEM by different bidders will not be allowed**.** t) Bidders quoting as Authorized Agency i.e., distributors/dealers of the manufacturer (OEM) will be considered provided the Bidder furnishes Authorization from the OEM to participate in this tender Specifically quoting the tender reference number in the Authorization Letter as per Annexure 9.

		Inadequate/Non-Submission of the same shall disqualify the bid. u) Annual Capacity Certification of OEM by any Govt agency/Chartered engineer establishing a capacity of not less than 100% of the bid quantity to be submitted. v) OEM should be registered and operating in India from past 5 years continuously and should have a Minimum Average Annual turnover of Rs. 1.6 Lakhs from relevant business in the last three years preceding the Bid due date. w) Bidder (in case bidder is not an OEM) should have a Minimum Average Annual turnover of Rs. 80,000 (Eighty Thousand) in the last three years preceding the Bid due date. x) Audited CA certificate of OEM & Bidder stating the turnover shall be submitted. (If the bidder is not an OEM, then it's the responsibility of bidder to submit all the above documents of OEM including CA certificate) y) Exemption for MSME& startups towards Turnover & EMD in case of bidder is Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments as per Rule 173 of General Financial Rules (GFRs) 2017 vide Memorandum No. F.9/4/2020-PPD, Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division. z) Government of Andhra Pradesh through GO. Ms. No.352of AHDD&F dated: 22.11.2000 has prohibited the family members of the employees of Andhra Pradesh Animal Husbandry Department from participating in the tender. To this effect, bidder should submit the declaration on Rs. 100 non-Judicial stamp paper duly attested by authorized notary. The tender will be rejected, in case of failure to enclose the declaration. However, the firms eligible and opting for the above exemption shall submit Bid Security Declaration and should submit along with the Bid Documents.

6	**ProposalEvaluation**	• FinancialProposalofonlythoseApplicantsmeetingthemi nimum eligibility criteria will be considered and undertaken.Applicantsnotmeetingtheminimumeligibility criteriaaredeemedto bedisqualified fromfurther evaluation process. • Financial Evaluation: Price bids of qualified applicants will onlybe opened. The Financial Bid would be assessed on the basis ofthe**least/lowestquote–L1**quoted(foreachitem)byanApplicantfortheAssignmen t dulyadheringtheguidelinesfor reversetenderingasperG.O.Ms.No.79Finance(HR.V–TFR) Department;Dated:25-08-2020.
7	**Criteriaforselectio nofAgency (ProposalParamete r)**	• Criteria for selection of Agency(s) would be the least / lowest quote(L1)below the IBM value asquotedbytheapplicantfortheexecutionoftheassignme nt upon the eligibility qualification adhering to reversetenderingguidelines.
8	**EMD&Processingfee**	• It is mandatory for all the participating bidders to pay arefundableEMD34,000/-in INRdrawnfromanyNationalized / Scheduled bank in favor of “Director of Animal Husbandry”,Vijayawadabywayof DD/BGpayableat Vijayawada. • The EMD shall be valid for 30 days beyond the Bid Validityperiod. • It is mandatory for all the participating bidders to pay a Non-refundableProcessingfeeofRs.10,000/- drawnfromanyNationalized / Scheduled bank in favor of “Director of AnimalHusbandry”,Vijayawadabywayof DDpayableatVijayawada.
9	**PerformanceSecurity**	• The performance security of 2.5% of the Final Bid value (in termsof INR) to be paid by the Selected / Successful Bidder as perT&C ofthis RFP. • The Selected Bidder for this assignment shall furnish the samewithin15 days fromthedataofreceipt ofLetterofaward.
ProposalSubmissions		

10	**OnlineSubmission**	• The bidder shall submit his response through bid submission tothetenderone-procurementplatformat**https://tender.apeprocurement.gov.in**. No offline bids shall beentertainedbytheTenderInvitingAuthority
11	**Technical Proposal forEligibilityQualification**	• DDtowardsEMDand Processingfee • SignedRFPDocument • ChecklistofSubmissions~Annexure 1 • CoveringLetter~Annexure2 • SimilarExperiencetowardsminimumeligibility (For both OEM & Bidder as applicable)~Annexure3 (Alldocumentsasmentioned inS.No.5ofDataSheet) • GSTregistrationcertificateandPancard & any other certifications required under eligibility criteria ~ Annexure 4 • FinancialExperience towardsminimumeligibility~Annexure5 • PowerofAuthority~ Annexure 6 • FirmRegistrationCertificate~Annexure7 • Affidavitofnon-blacklistingby any client/ authorityinIndia~Annexure 8. • Authorized dealer certificate (As applicable) – Annexure 9 • Satisfactory Performance Certificate by the respective client / buyer – Annexure 10 • Declaration form in terms of GO. Ms. No. 352on Rs. 100 non-Judicial stamp paper) – Annexure 11 • Power of Attorney and MoU for Consortium ~ Annexure 12 (if required) • Relevant brochures of the equipment.
12	**FinancialProposal**	TheApplicantsshallberequired tosubmittheirFinancialProposal intheformat asprovidedinthee-tenderingplatform.
13	**DurationofAssignment**	TheAssignmentshallbevalidforaperiodofOneyearfromthedateof signingtheagreement withtheSelectedbidder.

6. PREPARATION,SUBMISSIONANDEVALUATIONOF PROPOSALS

6. PREPARATION,SUBMISSIONANDEVALUATIONOF PROPOSALS

6.1 GENERAL

a. The Applicants shall bear all costs associated with the preparation and submission of itsProposal,includingsitevisits,requireddatacollection,analysis,etc.,asalso anydiscussions/negotiations. The Authority shall not be responsible or liable for any suchcosts incurred.

b. An Applicant shall be a Legal entity. An Applicant may be a private entity, a company, a partnership firm, an LLP or a body corporate incorporated in India orasper applicablelawsof the countryofits origin. A consortium of 2 entities can participate in this Tender Process.

c. Adherenceto formats,whereverprescribed,isrequired.Non-adherenceto formatsmightbea groundfor declaringaproposal non-responsive.

d. AllcommunicationandinformationshallbeprovidedinwritingandinEnglishlan guageonly.

e. Allcommunicationandinformationprovidedshouldbelegible,andwhereverth einformation is given in figures, the same should also be mentioned in words. In case ofconflict between amounts stated in figures and words, the amount stated in words willbe taken ascorrectandfinal.

6.2 PREPARATIONANDSUBMISSIONOFPROPOSALS

TendershavetobesubmittedONLINEintwopartsintheprescribedproformai.e.,TechnicalBid Part.Iand Financial Bid Part II

h) Registration with e-Procurement platform: For registration and online bid submission, biddersmay visit **https://tender.apeprocurement.gov.in.** The bidder shall authenticate the bid with hisDigital Certificate for submitting the bid electronically on e-Procurement platform and the bidsnot authenticated by digital certificate of the bidder will not be accepted on the e-Procurementplatform.

i) Thebidderisrequestedtodownloadthetenderdocumentfromwebsiteat**https://tende r.apeprocurement.gov.in** and read all the terms and conditions mentioned in thetender Document. Clarifications can be sought from the Tender Inviting Authority. Any offlinebid,submissionclauseinthetenderdocumentshallnotbeconsidered.

j) The bidder has to keep track of any changes by viewing the addendum / corrigendum are issuedbytheTenderInvitingAuthorityfromtime-to-timeinthee-Procurementplatform.TheDepartment calling for tenders shall not be responsible

for any claims/problems arising out ofthis.

k) The bidder shall submit his response through bid submission to the tender on e-procurementplatform at **https://tender.apeprocurement.gov.in**. No offline bids shall be entertained by theTenderInvitingAuthority.

l) The bidders shall submit their eligibility and qualification documents, technical bid, financialbidetc.,inthestandardformatsprescribedintheTenderdocuments,scanned andtobesubmitted in the e-procurement web site. The bidders shall upload the scanned copies of all therelevant certificates, documents etc., in support of their eligibility criteria/technical bids exceptfinancial bid in the e-procurement web site. The bidder shall sign on the statements, documents,certificates,uploadedbyhim,owningresponsibilityfor theircorrectness/authenticity.

Note: - All the required documents are to be arranged in the serial order, (Serial Numbers andPage Numbers should be indicated on the top right-side corner) and to be uploaded to thee-procurementweb site i.e.,**https://tender.apeprocurement.gov.in**.

Thefollowingdocumentsareto be uploaded:

- DDtowardsEMDand Processingfee
- SignedRFPDocument
- ChecklistofSubmissions~Annexure 1
- CoveringLetter~Annexure2
- SimilarExperiencetowardsminimumeligibility (For both OEM & Bidder as applicable)~Annexure3(Alldocumentsasmentioned inS.No.5ofDataSheet)
- GSTregistrationcertificateandPancard & any other certifications required under eligibility criteria ~ Annexure 4
- FinancialExperience towardsminimumeligibility~Annexure5
- PowerofAuthority~ Annexure 6
- FirmRegistrationCertificate~Annexure7
- Affidavitofnon-blacklistingby any client/ authorityinIndia~Annexure 8.
- Authorized dealer certificate (As applicable) – Annexure 9
- Satisfactory Performance Certificate by the respective client / buyer – Annexure 10
- Declaration form in terms of GO. Ms. No. 352on Rs. 100 non-Judicial stamp paper) – Annexure 11
- Power of Attorney and MoU for Consortium ~ Annexure 12 (if required).
- Relevant brochures of the equipment.

m) ThebiddershouldcompletealltheprocessesandstepsrequiredforbidsubmissionTh esuccessful bid submission can be ascertained once acknowledgement is given by the systemthrough bid submission number after completing all the process and steps. GoAP and serviceprovider is not responsible for incomplete bid submission by bidders. Bidders may also note thatthe incomplete bids will not be saved by the system and are not available for the Tender InvitingAuthorityforprocessing.

n) Bidders are encouraged to inform themselves fully about the assignment and the local conditionsbeforesubmittingtheProposal.

6.3 PREPARATION&SUBMISSIONOFHARD COPIES

Aftersubmissionofbidonline,thebiddersarerequiredtosubmitthesamesetofdocuments that are uploaded along with DDs towards EMD & Processing fee to the TenderInviting Authority on or before the Hard copy submission due date as mentioned in thescheduleoftenderinthisdocument.

Thedepartmentshallnottake anyresponsibilityforanydelayor non-receipt of bids.

The bidder who fails to submit the original hard copies of uploaded certificates/documents, including original DD / BG as applicable on or before the due date shall not be considered for further evaluation. The same shall be suspended from participating in thetenderson e-procurement platformforaperiod of3yearsfromdateof bid submission.

Otherconditionsaspertenderdocuments areapplicable.
Theouterenvelopesshallclearlyindicatethenameandaddressofthebiddertoenablet hebidtobereturned unopenedincaseit isdeclared "late".

Thebidsshallbe madeinSEALEDENVELOPEasfollows:
I.

Theenvelopeshallbemarkedinboldletteras"TECHNICALBID"along withtitleofthe Assignment andshallincludethefollowing:

- DDtowardsEMDand Processingfee
- SignedRFPDocument
- ChecklistofSubmissions~Annexure 1
- CoveringLetter~Annexure2
- SimilarExperiencetowardsminimumeligibility (For both OEM & Bidder as applicable)~Annexure3(Alldocumentsasmentioned inS.No.5ofDataSheet)
- GSTregistrationcertificateandPancard & any other certifications required under eligibility criteria ~ Annexure 4
- FinancialExperience towardsminimumeligibility~Annexure5
- PowerofAuthority~ Annexure 6
- FirmRegistrationCertificate~Annexure7
- Affidavitofnon-blacklistingby any client/ authorityinIndia~Annexure 8.
- Authorized dealer certificate (As applicable) – Annexure 9
- Satisfactory Performance Certificate by the respective client / buyer – Annexure 10
- Declaration form in terms of GO. Ms. No. 352on Rs. 100 non-Judicial stamp paper) – Annexure 11
- Power of Attorney and MoU for Consortium ~ Annexure 12 (if required).
- Relevant brochures of the equipment.

6.4 SIGNINGOFPROPOSALS

The Authorized Signatory shall sign or initial each page of the proposal documents along with thestamp of the Applicant. They should also sign & stamp each page of the RFP. Each Applicant shallsubmit a Power of Attorney as per the format at Annexure 6 duly authorizing the signatory of theProposalto commit and bind the Applicant.

6.5 OPENINGOFPROPOSALS

a. ProposalsreceivedonorbeforetheBidDueDate(BDD)willonlybeconsideredforop

eningandevaluation. Proposalsother thantheabove willbesummarilyrejected.

6.6 EVALUATIONOFTECHNICALPROPOSAL

a. The Technical Proposals shall be opened on the date as mentioned in the schedule oftender and shall be evaluated for Minimum Eligibility Criteria as per the Data SheetstipulatedinthisRFP.

b. Only those proposals meeting the Minimum Eligibility (Technical) Criteria, will be considered forfurther evaluation.

c. Applicantsnotmeetingtheminimumeligibilitycriteriawillbedeemedtobedisqualified and will not be considered for further evaluation. No correspondence orrepresentation will be entertained in this regard and the Authority's decision will befinalin thisregard.

d. TheeligibleProposalswillbecheckedforallthemandatorydocuments andsubmissions (Mandatory Annexures and their supporting documents if any) duly signedas per the list provided above and in the prescribed formats. The Authority shall take adecisionatitssolediscretionwithregardtoproposalswithoutanyofthesaiddocumentsordocumentssubmittedinanyotherformatother thantheprescribed.

6.7 FINANCIALPROPOSAL

Criteria for selection of Service Provider would be the Lowest Quote (L1) as quoted bythe Bidder (for specified item / product) for the execution of the Assignment for the entire AgreementPeriod, upon the minimum eligibility qualification adhering to the reverse tendering guidelines.

The bidders shall quote their rate(s) for each item / product towards their bid mandatorily for the subjectassignment in INR (Rs.) and shall be below the IBM value as given below. The price shall be applicable for entire agreement period of thisassignment.ThepriceshallbeinclusiveofManufacturing,Packaging,delivery(transportation), installation, warranty, insurance (as applicable) etc.,andanyothertaxes/leviesexcludingGST.

The Financial Proposal of those Applicants who have qualified the Minimum EligibilityCriteriai.e.,technicalproposal will onlybeopened.

The L1 price(s) quoted for each item by the technically qualified bidders in the commercialstageshallbethebasepriceforreversetendering.

The bidder shall be selected based on their Technical and Financial Proposal duly adheringtheguidelinesforreversetenderingasperG.O.Ms.No.79Finance(HR.V–TFR)Department;Dated: 25-08-2020.

ReverseTenderingProcess

ix. After identification of the L-1InitialPrice Offer, eligible (those who have submittedoriginal hard copies of the DD/ BG for EMD as applicable) bidders (technically qualified) shall be transferred to the ReverseAuctionPlatform.

x. The initial period of the Reverse tendering process will start on the date and time fixed anddisplayed on the e-procurement platform, following which there will be auto extensions of time by 15 minutes in case ofanyreduction in bids recorded intheprior15 minutes.

xi. Decrementsmadeineachsubsequentbidshallnotbelessthan0.5%.

xii. Only the current L1 bid shall be visible to all bidders who may revise their bids until theend oftheprocess.

xiii. The L1 bid may be determined following a period of inactivity of more than 15 minutes ofreversebidding.

xiv. The contractor should register in https://tender.apeprocurement.gov.infor participation in reverseauction.

xv. Ifthenumberofbiddersparticipatedininitialtenderingaremorethanfive(05),60% ofthe bidders participated in initial tendering (Counting from the bidder, who has quotedlowest initial price offer) or five (05) whichever is more shall be allowed for reversetendering, if the number of bidders participated are equal or less than five (05), all thebidders shall be allowed to participate in the reverse tendering as per G.O.Ms. No. 271 MA&UD(UH) Dept.dt 16/10/2019.

xvi. To conduct reverse tender process at least two bidders would be required. If only singleresponsive bidder available, Government have discretion to consider the single responsivebidder, when price offer is substantially low i.e., minimum 10% less than the estimatedcontractvaluedispensingwithreverse auction.

**Thepricesquotedshallbefirmandshallincludeallapplicabletaxes,duties,transportation,accommodation &stationery etc., exceptGST.*

***Approximate Requirement**:*

S.No	*Item / Product*	*Unit Pack*	*Approximate Requirement (In No.s)*	*IBM (in Rs.)*
1	*Microscope Slides*	*50/ packet*	*3,500 packets*	*Rs. 98/- per packet*

*Theabove-mentionedquantitiesareapproximate.Therequiredquantitymaybereducedor increased dependingon thefield requirement

6.8 CONDITIONONAPPLICANTs /BIDDERS

d. Any changes and deviation of roles and responsibilities (as mentioned in Power of Attorney) after the submission of Bid and before the execution of the Agreement shall entitle Authority to reject the Bid in its sole discretion.

e. Bidding shall be open to Bidders (which include companies, partnerships, duly registered consortiums). In case of a consortium, the lead firm / Bidder (which shall be single entity) shall be specified and fully empowered to represent the consortium. The lead member shall have a minimum stake of 26% in the consortium and other members who claim the eligible experience should have not less than 26% at all times during the project duration.

f. The following conditions for consortiums shall apply:

- A consortium contract which specifies the exact members of the consortium.
- Bidders are allowed to participate in the bidding through a consortium structure with a cap of three members. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.
- Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with the Authority. The nomination of the Lead Member shall be supported by notarized copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs 100/- (One Hundred only), the formats for which are supplied in Annexure 9in this Tender Document.
- The Consortium contract shall clearly specify the exact role and responsibility of each of the consortium members.
- In case of the Selected Bidder being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 1956. The Selected Bidder Contract in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially and at all times during the duration period of the project execution Contract, not less than 26% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium who claim the eligible experience would be required to hold, initially and at all times for during the duration of the project Contract, not less than 26% of the aggregate shareholding of the newly incorporated consortium company.
- A member cannot be a member of more than one bidding consortium. An individual applying as a single Bidder cannot at the same time be member of any Consortium bidding under this Tender and vice versa.
- Each member of the Consortium shall be jointly and severally liable for the due implementation of the Assignment.
- Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Agreement shall entitle Authority to reject the Bid in its sole discretion.
- Authority reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Provider Contract.

6.9 NUMBEROFCOPIESOFPROPOSAL

The Applicant shall submit one original hard copy of the technical proposal, clearly markingeach "Technical Proposal – Original" as appropriate. In the event of any discrepancy between theUploaded copy and Hard copy, the same shall be scrutinized for material deviation / fraud etc.,However,incaseoftypo errorthe uploadedcopyshallgovern.

6.10 ANNULMENTOF AWARD

Failure of the Applicant to comply with the requirements set forth in this RFP Document and / ortheprovisionsof theContractshallconstitutesufficientgroundsforthe annulmentoftheaward.

6.11 AUTHORITY'SRIGHTTOACCEPTORREJECTANYAND/ORALLPROPOSALS

Authorityreservestherighttoacceptorrejectany Proposalinitssolediscretion,andtoan nulthe Tender Process or reject all proposals without assigning any reason whatsoever at its solediscretionatanytimebeforeissuanceof aLetterof Awardwithoutincurringanyliability.

7. TERMSOFREFERENCE

7. TERMSOFREFERENCE

7.1 BACKROUND

Directorate of Animal Husbandry(the "**Authority**") intends to select an agency forSupply of Microscope Slidesto Animal Husbandry Department, Andhra Pradesh.

7.2 SCOPEOFSERVICES

The Selected agency shall execute the assignment as per the requirement and order(s) / indents given by theAuthority for the entire agreement period based on the prices arrived pursuant to this tenderingprocess.Thelist of items and theirspecificationsare as below:

Supply of Microscope Slides:

Technical Specifications:

Microscope Slides:

- The glass slides should be made from optically clear flat glass, uniform thickness of 1.35 mm, 75 mm long and 25 mm wide. The slides have ground edges and lint free packing.

7.3 DELIVERABLES,TIMELINESANDPAYMENTSCHEDULE

TheAssignmentshallbevalidforaperiodof Oneyearfromthe date ofsigningtheagreement withtheSelectedbidder.
Thepaymenttowardstheordersuppliedshallbedonewithin45daysfromthedateofsuppl y, installation, demo & training and issueofinvoicebytheagencyas pertheT&C ofthisRFP aftertheapprovalofAuthority as authorized by the Authority.

- No advance payment of any kind for supplies shall be entertained. No extra payment fortransporterpackagingwillbemadebythe Department.
- The payment will be made through the Department of Animal Husbandry. The Authorityshall not payanyinterest forthe delayofpayments if any.
- The decision of Director, Animal Husbandry Department, A.P., Vijayawada or any officer dulyauthorized by him shall be final with regard to acceptability of the item supplied and plea forassigninganyreasons forrejection willnotbeentertained.

- The indenting officer reserves the right to hold the payment if the stock is not supplied with inthe time specified in the work order / indent or if the supplied stock is not as per specifications and satisfactory performance as per the RFP or if thestockisdamaged ormisplaced duringtransport.
- The Director of Animal Husbandry or any officer so assigned by the Director for this purposeshallbetheindentingofficer.
- The indenting officer reserves the right to get the supplied stock verified and tested by thecompetent authority whether all the specifications mentioned in the tender are fulfilled. If anydeviation is found all the stock of the respective work order / indent will be rejected and the paymentwillbe withheld.

7.4 EARNESTMONEYDEPOSIT(EMD)

It is mandatory for all the participating bidders to pay arefundableEMDof 34,000/-in INRdrawnfromanyNationalized / Scheduled bank in favor of "Director of Animal Husbandry",Vijayawadabywayof DD/BGpayableat Vijayawada.

d. Except for the exemptions availed as per Data Sheet, Bids submitted without EMD shallbe disqualified.

e. The EMD of unsuccessful Bidder will be returned to them without any interest, afterconclusion of the resultant agreement. The EMD of the selected bidder will be returnedwithoutanyinterest,afterreceiptof performancesecurityasperthetermsofagreement.

f. EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if thebidder withdraws or amends its tender or impairs or derogates from the tender in anyrespectwithintheperiodofvalidityofitstenderorifitcomestonoticethattheinformation /documents furnished in its tender is incorrect, false, misleading or forged. Inaddition to the aforesaid grounds, the successful bidders' EMD will also be forfeitedwithoutprejudicetootherrightsofpurchaser,ifitfailstofurnishtherequireddperformancesecuritywithin thespecifiedperiod.

7.5 PERFORMANCESECURITY

The performance security of 2.5% of the Final Bid value (in terms of INR) to be paid by the Selected /Successful Bidder (to be renewed and be valid at all times till the completion of the assignment) so as toexecute the assignment, shall be submitted in the form of Bank Guarantee / DD in the specified formatWithin 15 days from the data of receipt of notification of

award which shall be one among the conditionprecedentsforsigningtheService provideragreementwiththe Authority.

The Performance Security shall be forfeited as Damages without prejudice to any other right or remedythat may be available to the Authority under the tender Documents or otherwise, under the followingconditions:

Inthe caseof SelectedApplicant/SelectedBidder,if itfailstofulfill theassignmentasmentionedintheToR of thisRFP.

In the case of Selected Applicant/ Selected Bidder, if it fails to execute the Assignment as per thedeliverablesagreed withthe Authorityin theagreement.

7.6 PENALTIES:

5.6.1. Delays in delivery:

In case of any delay in execution of the Purchase Order beyond stipulated date of delivery, including any extension permitted in writing, the Authority reserves the right to recover from the Supplier a sum equivalent to 1% of the value of delayed Goods for each week of the delay and part there of subject to a maximum of 10% of the total value of the Purchase Order.

5.6.2. In case of delay beyond reasonable limit, the Authority reserves the right to purchase/lease the Good/equipment from elsewhere at the risk and cost of the Supplier and recover all such extra cost incurred by the Authority from the payments to be made to the Supplier.

5.6.3. The Supplier hereby undertakes to keep the Authority informed on regular basis, if it supplies the same Product / similar Product (Goods) to any other government departments across India. It further undertakes that, if the Products / goods are supplied to any other government department across India at price lesser than the price currently being offered to the Authority (under this Agreement), the Supplier shall ensure that, the subject goods shall be supplied to Authority at such price being offered with respect to the government department(s) across India. It is further agreed that, price of all the Products / goods that are already supplied under this agreement shall be revised to the new price (lesser price), and the monies already paid shall be adjusted in the subsequent payments.

8. FORMATSFORSUBMISSIONOFPROPOSAL

(Annexures)

Annexure1

Formatfor

CHECKLISTOFSUBMISSIONS

SNo.	EnclosurestotheProposal	Status (Submitted / NotSubmitted)	Remarks
1.	DDtowardsEMD& Processingfee		
2.	SignedRFPDocument		
3.	CoveringLetter(Annexure2)		
4.	SimilarExperiencetowardsminimumeligibility (For both OEM & Bidder as applicable)(Annexure3) (Alldocumentsasmentioned inS.No.5ofDataSheet)		
5.	GSTregistrationcertificateand Pancard& any other certifications required under eligibility criteria (Annexure4)		
6.	FinancialExperiencetowardsminimumEligibility(Annexure 5)		
7.	Power ofAuthority(Annexure6)		
8.	FirmRegistrationCertificate~Annexure7		
9.	Affidavit ofnon-blacklistingbyanyclient/authorityinIndia(Annexure 8)		
10.	Authorized dealer certificate (As applicable) – (Annexure 9)		
11.	Satisfactory Performance Certificate by the respective client / buyer (Annexure 10)		

12.	Declaration form in terms of GO. Ms. No. 352on Rs. 100 non-Judicial stamp paper(Annexure 11)		
13	Power of Attorney and MoU for Consortium ~ Annexure 12 (if required)		
13.	Relevant brochures of the equipment.		

Annexure2

Formatfor

COVERINGLETTER(LETTEROFPROPOSAL)

(OnApplicant'sLetterHead)

To, Date:
THEDIRECTORATEOFANIMALHUSBANDRY(DAH),LABBIPET, VIJAYAWADA-520010
ANDHRAPRADESH

Sub: "Selection of Agency forSupply of Microscope Slidesto AnimalHusbandryDepartment,Andhra Pradesh"

WithreferencetoyourRFPDocumentdated _____,I/We,havingexaminedallrelevantdocuments and understood their contents, hereby submit our Proposal for Selection of agency(s) for i) Supply of Microscope Slidesto AnimalHusbandryDepartment,Andhra Pradesh (the "Agency") for the subject assignment. The proposal is unconditional andunqualified.

18. I/We acknowledge that the Director of Animal Husbandry (DAH), (the Authority)will be relying onthe information provided in the Proposal and the documents accompanying the Proposal for selection ofthe Agency, and we certify that all information provided in the Proposal and in the Annexures are trueand correct, nothing has been omitted which renders such information misleading; and all documentsaccompanyingsuch Proposal aretruecopiesoftheirrespective originals.

19. This statement is made for the express purpose of appointment as the Agency for the aforesaidassignment.

20. I / We shall make available to the Authorityany additional information it may deem necessary orrequireforsupplementingor authenticatingthe Proposal.

21. I / We acknowledge the right of Authority to reject our application without assigning any reason orotherwise andherebywaiveourrightto challenge thesameon anyaccount whatsoever.

22. I / We certify that in the last five years, we have neither failed to perform on any contract, asevidenced by imposition of a penalty by an arbitral or judicial authority

or a judicial pronouncement orarbitration award against the Applicant, nor been expelled from any project/assignment or contract byany public authority nor have had any contractterminated by any public authority for breach on ourpart.

23. I/Wedeclarethat:

(e) We have examined and have no reservations to the RFP Document, including any Addendum issuedbyAuthority;

(f) I/We donothave anyconflictof interest asmentionedinthe RFPDocument;

(g) I / We have not directly or indirectly or through an agent engaged or indulged in any corruptpractice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect ofany tender or request for proposal issued by or any agreement entered into with Authority or any otherpublicsectorenterpriseoranygovernment, CentralorState; and

(h) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of thisRFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice,coercivepractice, undesirable practiceorrestrictivepractice.

24. I / We understand that you may cancel the Selection Process at any time and that you are neitherbound to accept any Proposal that you may receive nor to select the Agency, without incurring anyliabilityto the Applicants in accordancewiththe RFPDocument.

25. I/We certify that in regard to matters other than security and integrity of the country, we or any of ourAssociates have not been convicted by a Court of Law or indicted or adverse orders passed by aregulatory authority which would cast a doubt on our ability to undertake the assignment or whichrelatesto agraveoffencethatoutrages themoral senseof thecommunity.

26. I / We further certify that in regard to matters relating to security and integrity of the country, wehave not been charge-sheeted by any agency of the Government or convicted by a Court of Law for anyoffencecommitted byus or byanyof ourAssociates.

27. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law orhowsoever otherwise arising to challenge or question any decision taken by Authority (and/ or theGovernment of India) in connection with the selection of Agency or in connection with the SelectionProcessitselfinrespectoftheabove-mentionedassignment.

28. I/We agree and understand that the proposal is subject to the provisions of the RFP Document. In nocase, shall I/we have any claim or right of whatsoever nature if the assignment is not awarded to me/usor ourproposal is notopened orrejected.

29. I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the BDD specifiedintheRFP.

30. In the event of my/our firm being selected as the Agency for subject assignment, I/we agree andundertaketoprovidetheservicesinaccordancewiththeprovisionsoftheRFPandthatthe TeamLeader shall be responsible for providing the agreed services himself and not through any other personorAssociate.

31. I/We have studied RFP and all other documents carefully. We understand that we shall have notclaim,rightor title arisingoutof anydocumentsor information providedto usbyAuthority orinrespect of any matter arising out of or concerning or relating to the Selection Process including theawardofagencyassignment.

32. The Technical and Financial Proposals are being submitted along with Annexures to prove ourfinancialdetails.Thecontentsprovidedinthis regard shallbe bindingon us.

33. I/WeagreeandundertaketoabidebyallthetermsandconditionsoftheRFPDocument.Inw itnessthereof,I/we submitthis Proposalunder andinaccordancewiththeterms of theRFPDocument.

Yoursfaithfully,
(Signature,nameanddesignationoftheauthorizedsig
natory)(Nameand sealofthe Applicant)

Annexure3

Format*for*

APPLICANT'SEXPERIENCE

DetailsofAssignment(s)executed

As per the bidding eligibility criteria mentioned in the data sheet

Year	Name ofAssignment	Client /OrganizationDetails	MaterialDetails	Location	Items / Products Supplied (Inunits)	DocumentEnclosed asProofofExperience*

Note: Bidder needs to submit all other documents pertaining to eligibility criteria as mentioned in the data sheet in including the documents pertaining to OEM (in case bidder is not an OEM)

(**Tables to be added by the bidder if required)Signature_____

Name_____

Designation_____

Company_____

Date_____

Notes

Annexure4

Formatfor

GST registrationcertificate andPancard& other required certificates as per the eligibility criteria

*(*SignatureoftheKeyExpert/AuthorisedSignatory)

Place.....

ANNEXURE5

InsupportofMinimumEligibilityCriteria

Formatfor

FINANCIALSUMMARYDATA

TURNOVERRELATEDDATA**(***AllfiguresinINRCrores)*

Description	**Yr 01**	**Yr 02**	**Yr 03**
Revenue from similarsubjectprojects/assignments			
(add)OtherRevenue			
TotalTurnover			

FinancialYear:1stAprilto31st Marchortheparticularaccounting yearfollowedandaudited.

(**AuditedCAcertificatestatingtheturnoverof the bidder and / or OEM (as applicable) shallbesubmitted as per Data sheet)**

Note:

3. Theapplicantshall submitAuditedBalanceSheets/ AnnualReports
4. TheannualTurnover&NetworthdatashouldbecertifiedbyapracticingCharteredAccountant.

SIGNATURE_____
NAME_____
DESIGNATION _____
COMPANYSEAL COMPANY_____
DATE _____

ANNEXURE6

Formatfor

POWEROFAUTHORITYTOBIDSIGNATORY

(OnaNon-JudicialStampPaperofRs.100duly attestedbynotarypublic)

KnowallmenbythesepresentsWe,_____,acompany/firmregisteredunder _____andhavingitsRegisteredOfficeat _____doherebyconstitute,nominate,appointandauthorize _____andpresentlyresidingat_____asour true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in ourname and on our behalf, all such acts, deeds and things as are necessary or required in connection withorincidentaltosubmissionofourProposalfor_____ _____includingbutnotlimited to signing and submission of all applications, proposals and other documents and writings,participating in pre-bid and other conference and providing information/ responses to the Director ofAnimalHusbandry (DAH),(the "Authority"),representing us inallmatters beforethe Authority,signing and execution of all contracts and undertakings consequent to acceptance of our proposal andgenerally dealing with the Authority in all matters in connection with or relating to or arising out of ourProposal for the said assignment and/or upon award thereof to us till the entering into of the AgreementwiththeAuthority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to bedone by our said Authorized Representative pursuant to and in exercise of the powers conferred by thisPower of Attorney and that all acts, deeds and things done by our said Authorized Representative inexercise ofthe powersherebyconferredshall andshallalwaysbedeemedto havebeen donebyus.

INWITNESSWHEREOFWE,…….THEABOVE-NAMEDPRINCIPALHAVEEXECUTEDTHIS POWER OF ATTORNEYONTHIS……. DAY OF....., 2023

For…….

(Signature,name,designationandaddress)

Witnesses:

1.

2.

Notariz

edAcce
pted
……
(Signature,namedestinationandaddressoftheAttorney)

Notes:

ThemodeofexecutionofthePowerofAttorneyshouldbeinaccordancewiththeprocedure,ifa ny,laid down by the applicable law and the charter documents of the executant(s) and when it is so requiredof Attorney should be executed on a Non- Judicial stamp paper of Rs 100/-(one hundred) and dulynotarized bya notarypublic.

Whereverrequired, theApplicant should submitfor verification the extractofthe charterdocumentsand other documents such as a resolution/power of attorney in favor of the person executing this Powerof Attorneyforthe delegation of powerhereunderon behalfoftheApplicant.

For a Power of Attorney executed and issued overseas, the documents will also have to be legalized bythe Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.However, the Power of Attorney provided by Applicants from countries that have signed The HagueLegislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries aconformingApostillecertificate.

ANNEXURE7

FIRMREGISTRATIONCERTIFICATE

ANNEXURE8

AFFIDAVITOF NON-BLACKLISTINGBY ANYCLIENT/ AUTHORITYININDIA

ANNEXURE9

***Formatfor*AUTHORISED DEALER CERTIFICATE**

(Tobeproducedbybidderincase of Authorized Agencydealer)

Date: _____

To,

THE ANIMAL HUSBANDRYDEPARTMENT, Govt of AP,

LABBIPET,VIJAYAWADA- 520010.

ANDHRAPRADESH

Sub:"SELECTION OFAGENCYFORSUPPLY OF MICROSCOPESLIDESTO ANIMAL HUSBANDRY,GOVT OFANDHRAPRADESH as follows"

Name of the Item/Service	
Bid Reference Number:	
Bid Date:	

Dear Sir,

We, _____the manufacturersof _____having corporateoffice located at _____and plant / unit at _____ do hereby authorize _____, having address at _____

_____

_____to submit bid, negotiate and sign the contract with you for theitems required as per the subject Bid Document/RFP and manufactured by us against the above-mentioned Bid Document/RFP. We haveanexperienceofmanufacturing _____ _____for morethanyears.

We also certify that the Products offered by the Authorized dealer/Agency/Supplier as part of the bid shallbe supplied by us as per the characteristics and requirement for the entire agreement period as mentioned inthe RFP document. We agree & acknowledge that the liability of supplying the required quantity as per theindentsraisedbytheAuthorityisalsobindingonustoenablethedealer/Agency/Suppliertos upplythesame. We understandthatthe approximaterequirementis____ andwealsoacknowledgethatwe _____ have the capacity to manufactureand produce the same for the entire contract period. We will provide after sales support and service for theproductssupplied byusthrough authorized Servicecentres. And our list of service centres is herewith attached.

We hereby extend our guarantee and warranty as per tender clauses for the items offered for supply by theabove firmagainst this Bid Document/RFP.

Yoursfaithfully,

(Manufactures authorized signatory)

ANNEXURE10

SATISFACTORY PERFORMANCE CERTIFICATE
(BY THE RESPECTIVE CLIENT / BUYER)

ANNEXURE11

A

DECLARATION FORM IN TERMS OF GO. Ms. No. 352

(on Rs. 100 non-Judicial stamp paper)

DIRECTOR

ANNEXURE 12

Format for

POWER OF ATTORNEY AND MEMORANDUM OF UNDERSTANDING FOR CONSORTIUM

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 20…

AMONGST

1. …… Limited, a company incorporated under the Companies Act, 1956/2013and having its registered office at …… (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. …… Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at …… (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND, PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

The Department of Animal Husbandry, Andhra Pradesh has invited applications from interested agency for “Supply of Microscope Slidesto Animal Husbandry Department in Andhra Pradesh**”** (hereinafter referred to as “the Assignment”),

Whereas, the members of the consortium/joint venture are interested in bidding for this assignment in accordance with the terms and conditions of this tender along with its amendments, addenda and related documents,

(B) The Parties are keen to jointly bid for the Assignment as members of a Consortium and in accordance with the terms and conditions of this Tender document and other bid / Tender Documents in respect of the Assignment, and

(C) It is a necessary condition under this Tender Document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREEDas follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under this Tender Document.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Assignment.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Assignment, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidders and awarded the Assignment, it shall enter into the joint bidding agreement with the form and manner and execute the MoU / MoA / Concession Agreement (CA) (pursuant to the selection as per the T&C of this Tender) with the Authority.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

3. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of CA;
4. Party of the Second Part shall be {the Member of the Consortium;}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for allobligations and liabilities relating to and in accordance with theterms of this Tender Document, till the signing of CA.

6. Shareholding in the Consortium

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

c. First Party:
d. Second Party:

6.2 The Parties undertake that, a firm claiming eligibility for the entire agreement period from the date of execution of the agreement / work order, a minimum of (i) 26% (twenty-six per cent) each of the subscribed and paid-up equity share capital of the consortium; whose Technical and Financial Eligibility have been reckoned for the purposes of qualification of Bidders for the Assignment.

6.3 The Parties undertake the lead member of Consortium and the member claiming experience under eligibility shall, for the entire agreement period from the date of execution of the agreement / work order, hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid-up equity of the consortium as per section 2.3 of this Tender Document.

6.4 The Parties undertake that replacement of any Member of the Consortium shall be as per the provisions of the applicable laws of Republic of India and the Tender Document.

6.6 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement & the subject RFP.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

f. require any consent or approval not already obtained;

g. violate any Applicable Law presently in effect and having applicability to it;

h. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

i. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

j. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a

material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the signing of the Agreement / Work Order, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Assignment / Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidders.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by:	SECOND PART
(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)

SIGNED, SEALED AND DELIVERED

GOPAL KRISHNA DWIVEDI
SPECIAL CHIEF SECRETARY TO GOVERNMENT (FAC)